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SUBCONSULTING AGREEMENT BETWEEN

METCALF & EDDY, INC.

LANDAU ASSOCIATES, INCORPORATED

This Agreement is made this 30th day of November 1989, by and between Landau Associates, Inc. ("Prime") and Metcalf & Eddy, Inc. ("Subconsultant").

WITNESSETH

WHEREAS, Prime has entered into a Contract with Spokane County, Washington ("Client") to provide engineering, consulting, and construction services for the Colbert Landfill Remedial Design/Remedial Action ("Project");

WHEREAS, Subconsultant represents that it has the expertise, knowledge, ability and is qualified to render certain professional services;

WHEREAS, Prime desires to employ Subconsultant to render certain professional services in connection with or related to the Project;

WHEREAS, Subconsultant will provide such professional services under the terms and conditions contained herein;

NOW, THEREFORE, in consideration of these premises and of the mutual promises, covenants and agreement contained herein; the parties agree as follows:

ARTICLE 1 - CONTRACT DOCUMENTS

- 1.1 This Agreement includes and incorporates Articles 1-13, Attachment A - Scope of Services, Attachment B - Cost Summary, Attachment C - Estimated Schedule for Phase I and Phase II Activities, and Attachment D - Colbert Landfill Consent Decree as the Contract Documents.

ARTICLE 2 - ENGAGEMENT OF SUBCONSULTANT

- 2.1 Prime engages Subconsultant to perform for or furnish to Prime the services set forth in Article 3 of this Agreement and Subconsultant agrees to perform or furnish such services for the compensation set forth in Article 5 of this Agreement. Subconsultant shall perform or furnish all services hereunder as Prime's independent Subconsultant for the Project. Subconsultant shall be responsible for the means and methods used in performing or furnishing all services under this Agreement and shall be responsible for supervising and controlling Subconsultant's employees and its subcontractors.

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- 2.2 Subconsultant acknowledges it is an independent contractor and will at all times act as such in performing services under this Agreement. Nothing in this Agreement shall be deemed to constitute Subconsultant or any of its employees as the agent, representative or employee of Prime nor create a joint venture between the parties.
- 2.3 The term "services" shall include all professional consulting; work, labor, tools, materials, equipment, supplies, and transportation; supervision of installation, fabrication, and construction; testing; management; and other activities required to properly complete Subconsultant's responsibilities including any part thereof in accordance with this Agreement.
- 2.4 Prime acknowledges certain portions of Subconsultant's work may be subcontracted to others. Subconsultant shall be fully responsible for the performance of all its subcontractors. Each subcontract, and a cost summary thereof, will be submitted by Subconsultant for review by the Prime prior to the Subconsultant proceeding with the services set forth therein. Subconsultant agrees not to use any subcontractors deemed unacceptable by Prime.
- 2.5 Subconsultant shall, and shall require its subcontractors to, utilize the same personnel to the maximum extent possible for related tasks and activities to provide continuity in the timely completion of this project.
- 2.6 Prime shall be the coordinator of Subconsultant's services with Client and any other independent professional associates, subconsultants and contractors engaged by Prime for the Project. All of Subconsultant's communications with Client or Prime's other independent professional associates, subconsultants and contractors will be through Prime unless direct communication is authorized by Prime.
- 2.7 All instruments of services (including, but not limited to drawings, specifications, test reports, designs, estimates, and other data or project documents) prepared or furnished by Subconsultant under this Agreement shall be submitted to Prime for approval. All instruments of service, together with necessary supporting documents, shall be delivered to Prime for submittal to Client in a timely manner. When appropriate, instruments of service shall be professionally sealed by personnel registered in the State where Project is located and as required by law or by Client or by Prime.
- 2.8 Subconsultant hereby agrees to produce instruments of service in a form and format that is consistent with the accepted practice in the field of engineering and mutually agreed to with the Prime.
- 2.9 Prime will furnish to Subconsultant as received by Prime criteria, information, data and documents pertinent to Subconsultant's responsibilities hereunder which are specifically designated in the Prime Agreement to be furnished to Prime by Client or elsewhere in this Agreement to be furnished to Subconsultant by Prime.
- 2.10 Subconsultant shall comply with all applicable requirements of Prime, Client and federal, state and local authorities with respect to health, safety, environmental protection, quality assurance and quality control. All services of Subconsultant shall be performed in compliance with Attachment D, and all appendices thereof, including but not limited to, all work plans and schedules.

- 2.11 If Subconsultant becomes insolvent or commences a voluntary petition or has a petition filed against Subconsultant under any federal or state bankruptcy or insolvency law, or makes a general assignment for the benefit of creditors, or if a trustee or receiver is appointed to take charge of or administer Subconsultant's property for the benefit of any creditor or creditors, or if Subconsultant fails to perform Subconsultant's services in accordance with the Contract Documents, or disregards applicable laws or regulations, or otherwise violates in a substantial way any provision of this Agreement, Prime may, without prejudice to any other right or remedy, and without liability to Subconsultant, elect to terminate this Agreement and finish Subconsultant's services in any way Prime deems expedient, including taking possession of and using all Subconsultant's tools, machinery and equipment at the site of the Project for which Prime has paid Subconsultant and incorporating into the Project all supplies and materials located at the site or supplies and materials stored elsewhere for which Prime has paid Subconsultant. In such event Subconsultant shall be liable to Prime for all direct, indirect and consequential costs of completing Subconsultant's services less any sums paid to Prime by Client for the completion of said services. In such event, Subconsultant shall be liable to Prime for all direct costs, including Prime's own project charges and outside services necessary for completing said services, to the extent of the fee paid to Subconsultant, and consequential proportional costs of fines and penalties resulting from Subconsultant's failure to complete services for which Subconsultant is responsible, less any sums paid to Prime by Client.

ARTICLE 3 - DESCRIPTION OF SERVICES

- 3.1 Upon receipt of written authorization to proceed from Prime, Subconsultant shall perform for or furnish to Prime the services described in Attachment A, Scope of Services, attached hereto and made a part hereof, within the schedule provided in said Attachment A.
- 3.2 Subconsultant shall perform or furnish all services hereunder in accordance with the Contract Documents, in a good and workmanlike manner, free from defect, in compliance with all applicable federal, state and local laws, statutes, codes, rules, regulations, orders, guidance and ordinances, and in conformance with all applicable special requirements of Client or the place where the Project is located.
- 3.3 Subconsultant shall pay all sales, consumer, use and other similar taxes required to be paid by Subconsultant in accordance with all laws and regulations applicable to the Project and Subconsultant's services herewith.
- 3.4 If Client makes any change in the Prime Agreement pertinent to Subconsultant's responsibilities under this Agreement, including any change in scope of the Project or additions, deletions or revisions in Prime's services, then this Agreement shall be automatically changed in an equivalent manner. Prime may at any time and from time to time make changes, additions, revisions, or deletions in the scope of Subconsultant's services under this Agreement. Prime will issue a written Amendment authorizing and directing Subconsultant to proceed on the basis of such change, addition, deletion or revision. Upon receipt of such Amendment, Subconsultant shall proceed to perform on the basis of such authorized change, addition, deletion or revision. If any such Amendment causes an increase or decrease in Subconsultant's compensation or an extension or shortening of Subconsultant's time to complete performance, an equitable adjustment will be negotiated between Prime and Subconsultant.

- 3.5 Oral changes are not permitted and will be of no force or effect. Subconsultant shall not be entitled to an increase in compensation or an extension of time with respect to any services performed that are not required by the Contract Documents or authorized in writing by a written Amendment as provided in paragraph 3.4 above, except in the case of emergency as provided in paragraph 13.2 below.

ARTICLE 4 - PERIOD OF PERFORMANCE

- 4.1 This Agreement shall be effective from its date of execution by the Prime until completion of the Scope of Services.
- 4.2 Prime will authorize the commencement of Subconsultant's services by written notice to proceed.
- 4.3 Prime shall have the right to review and examine the Subconsultant's work and products at any time. Subconsultant will submit progress reports to accompany monthly invoices; progress reports shall summarize work accomplished, work planned, and any problems/corrective action.

ARTICLE 5 - COMPENSATION

- 5.1 For services performed under Article 3, the Prime will pay Subconsultant on a cost plus fixed fee basis with costs defined as direct payroll, overhead, direct expenses, and equipment charges, as described below. A maximum total amount has been established as \$578,000, which shall not be exceeded without a formal amendment to this Agreement. The maximum total amount consists of a total estimated cost of \$520,000, as further detailed in Attachment B, and a fixed fee of \$58,000. In the event that the scope of services defined in Article 3 are increased or that the period of service extends beyond that defined in Article 8.1, the estimated cost and fixed fee shall be renegotiated to reflect the associated changes; any renegotiated increase in the fixed fee shall be in relation to the increased cost.
- 5.2 The Subconsultant agrees to use its best professional efforts to furnish the services defined by this Agreement within the maximum total amount as detailed in Attachment B. The Subconsultant shall be reimbursed for all its costs incurred in furnishing the defined services whether the costs are more or less than the amounts defined herein, subject to the conditions set forth below:
- 5.2.1 If at any time the Subconsultant has reason to believe that the total estimated cost subject to the detail of Attachment B, will be greater than or substantially less than the then total estimated cost, the Subconsultant shall notify the Prime and provide a revised estimate of costs.
- 5.2.2 Should the revised estimated cost exceed the then total estimated cost, this Agreement shall either be amended to cover the increased cost or the scope of services shall be reduced to stay within the maximum total amount.

5.2.3 Subconsultant shall be responsible to complete a reasonable level of effort for the services defined herein within the costs defined by this Agreement. Subconsultant shall be obligated to complete its services as defined in Article 3 at no cost to Prime or Client if the performance of said services is not reasonably consistent with engineering standards of practice when the maximum total amount has been reached.

- 5.3 Direct Payroll Cost is the sum of the direct salaries or wages paid to the employees of the Subconsultant for work directly performed pursuant to this Agreement, exclusive of all payroll related taxes, payments, premiums, and benefits. The Direct Payroll Cost, as summarized in Attachment B, is estimated to be \$178,400.
- 5.4 Overhead is the total overhead cost applicable to the services performed by the Subconsultant pursuant to this Agreement. A negotiated overhead of one hundred sixty one percent (161%) of the Direct Payroll Cost shall be utilized to determine overhead compensation to Subconsultant, for the term of this Agreement, by the Prime for all services described in Attachment A, and subsequent amendments thereto.
- 5.5 Direct Expenses include all reasonable and necessary expenses incurred by Subconsultant in performing the services pursuant to this Agreement, other than the Direct Payroll Cost and Overhead. Direct Expenses shall include but are not limited to rebillables for project purchases, travel, communications, equipment rental, printing, and subcontractor costs. No separate handling charge shall be applied to the Direct Expenses.
- 5.6 Equipment charges include the use of Subconsultant owned equipment (survey equipment, reproduction equipment, engineering computer, etc.) for the direct benefit of the Project. Charges for such equipment use shall be at Subconsultant's standard unit rates.
- 5.7 The Fixed Fee amount is established to be \$58,000, and represents full compensation for profit and business costs not included as Overhead. The dollar amount of Fixed Fee to be paid is included in the Maximum Total Amount (Article 5.1). The Fixed Fee shall not be increased or decreased, except in the case of a formal amendment to this Agreement.

ARTICLE 6 - TERMS OF PAYMENT

- 6.1 Subconsultant shall submit invoices monthly for services rendered. Invoices shall include Subconsultant's costs incurred during the billing period plus a portion of the fixed fee based on a reasonable estimate of the percentage of Subconsultant's work completed. Invoices shall be in a form acceptable to Prime.
- 6.2 Payment to Subconsultant shall be made by Prime within 5 working days after payment for the corresponding Subconsultant invoice has been received from the Client; except that no payment will be made by Prime to Subconsultant until the certificates of insurance required under Article 10 have been received by Prime. Payment shall constitute full compensation for services rendered for all supervision, labor, supplies, materials, equipment or use thereof, business overhead costs, Subconsultant's subcontractors, profit, and all other incidentals necessary to complete the scope of

services under this Agreement. In the event payment is delayed beyond 10 working days, the Subconsultant shall receive interest at the current prime rate of the Chase Manhattan Bank plus 1 percent per annum, on the unpaid balance, from said 10th day, subject to state limitation on maximum interest rates.

- 6.3 Subconsultant shall be responsible to pay or see to the payment of any monies due any of Subconsultant's independent professional associates, consultants, subcontractors or suppliers. Nothing in this Agreement or any other contract shall create any obligation on the part of Prime or Client to pay or see to such payment if Subconsultant has received payment therefor from Prime.
- 6.4 Subconsultant shall, and shall require its subcontractors to, keep complete and accurate records, in accordance with generally accepted accounting practices, with respect to all time expended, salaries paid, and all other reimbursable costs and expenses for purposes of audit. These records shall be retained and made available for inspection by any authorized representative of the Prime, Client, state or federal government for a period of six (6) years after expiration or termination of this Agreement. At the end of the six (6) year period, the Prime shall be notified by the Subconsultant of the intent of the Subconsultant or any subcontractor to destroy or discard such records, in order to allow the Prime or Client the opportunity to take possession of such records before they are destroyed.
- 6.5 Subconsultant shall permit the Prime or the Client, from time to time as the Prime or the Client deems necessary (including after the expiration or termination of this Agreement), to inspect and audit at any reasonable times at the Subconsultant's or its subcontractor's offices, all pertinent books and records of the Subconsultant and any subcontractors or other person or entity that has performed services or work in connection with or related to the Subconsultant's services under this Agreement, to verify the accuracy of accounting records. Subconsultant shall supply the Prime or the Client with, or shall permit the Prime or the Client to make, a copy of any books and records and any portion thereof requested. The Subconsultant shall require that such inspection, audit, or copying right of the Prime or the Client is a condition of any subcontract, agreement, or other arrangement under which any other person or entity is permitted to perform work in connection with or related to the Subconsultant's services under this Agreement.

ARTICLE 7 - TERMINATION OF AGREEMENT

- 7.1 Prime may terminate this Agreement or any Amendment thereto in the event of termination of Prime Contract by Client or if Subconsultant fails to materially perform its obligations as described in this Agreement, and such failure has not been corrected by Subconsultant within seven (7) days after notice of same by Prime.
- 7.2 Prime may terminate this Agreement for any reason other than as recited in paragraph 7.1, by providing written notice to Subconsultant at least seven (7) days prior to the termination date. In such event, the Prime shall pay Subconsultant for satisfactory performance previously authorized and performed, including termination activities before the termination date.
- 7.3 Nothing herein shall be construed to limit the parties' remedies for material breach of contract. The Prime is not obligated to pay any fees or expenses which specifically involve negligent acts or omissions by the Subconsultant or its subcontractors.

ARTICLE 8 - RESPONSIBILITY

- 8.1 Subconsultant recognizes that the services of Prime and others involved in the Project are dependent upon the timely performance of Subconsultant's services hereunder. Subconsultant shall complete its services within the specific periods of time or by the specific dates defined in Attachment C hereof, except that work plan components and plans and specifications shall be completed at least 30 days prior to the dates specified in Appendix C.
- 8.2 All services to be provided by Subconsultant under this Agreement shall be performed in accordance with the generally-accepted standards of professional practice. Subconsultant shall bear all responsibility for the adequacy and accuracy of services rendered and documents prepared by Subconsultant and/or its subcontractor(s) pursuant to this Agreement, notwithstanding any Prime and/or Client review, payment for, or approval of any work performed or services rendered. The Subconsultant's obligations under this paragraph shall continue after the termination or expiration of this Agreement.
- 8.3 Subconsultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, and other services furnished by or on behalf of the Subconsultant under this Agreement or any Amendments thereto. The Subconsultant, without additional compensation, shall correct or revise any errors or omissions in the designs, drawings, and/or other Subconsultant services immediately upon notification by Prime.
- 8.4 Nothing herein shall be construed to limit the parties' remedies for material breach of contract. Prime is not obligated to pay any fees or expenses which specifically involve negligent acts or omissions by the Subconsultant and/or its subcontractors.

ARTICLE 9 - LEGAL RELATIONS

- 9.1 Neither party shall commence or prosecute any suit, proceeding or claim to enforce the provisions of this Agreement, to recover damages for breach of or default in this Agreement, or otherwise arising under or by reason of this Agreement, other than in the courts of the State of Washington or the District Court of the United States, Eastern District, State of Washington. Both parties hereby irrevocably consent to the jurisdiction of the courts of the State of Washington with venue laid in Spokane County and of the District Court of the United States, Eastern District, State of Washington.
- 9.2 Subconsultant agrees to indemnify and hold harmless Prime and Client, their officers, agents, servants and employees from and against any claim, suit, action, or liability, including expenses incident thereto (each, a "Subconsultant Indemnified claim or liability") arising from, but not limited to, bodily injury or death (including bodily injury or death to employees of Subconsultant or its subcontractors), or physical damage to or loss of use of property, arising from the activities under this Agreement of the Subconsultant, its subcontractors, or their respective directors, officers, agents, servants or employees.

- 9.3 Any and all employees of the Subconsultant, while engaged in the performance of any services required of the Subconsultant under this Agreement, shall be considered employees of the Subconsultant and not of Prime or the Client, and any and all claims made by any third party as a consequence in whole or in part of any negligent act or omission on the part of the Subconsultant's employees or other companies or persons while so engaged by Subconsultant in any of the work or services provided to be rendered herein shall be the sole obligation and responsibility of the Subconsultant.
- 9.4 The indemnification provided for in this Article 9 with respect to any negligent acts or omissions during the term of this Agreement shall survive any termination or expiration of this Agreement.
- 9.5 This Agreement or any Amendment thereto does not constitute the Subconsultant as the agent or legal representative of the Prime or the Client for any purpose whatsoever. The Subconsultant is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the Prime or the Client or to bind the Prime or the Client in any manner or thing whatsoever.
- 9.6 Rights under this Agreement are cumulative; the failure to exercise on any occasion any right shall not operate to forfeit such right on another occasion. The use of one remedy shall not be taken to exclude or waive the right to use another.

ARTICLE 10 - INSURANCE

- 10.1 Subconsultant shall, at its own expense, procure and maintain in full force and effect during the term of this Agreement, a policy of professional liability insurance providing coverage of at least \$1,000,000 against professional liability for errors and omissions in connection with the professional engineering services to be performed by the Subconsultant under this Agreement. The Subconsultant shall furnish evidence of such insurance to the Prime in such forms and at such times as the Prime shall reasonably require. The Subconsultant shall maintain such professional liability coverage for a period of at least three (3) years if available at a reasonable cost after the termination of this Agreement, or any supplement thereto.
- 10.2 Prior to undertaking any services under this Agreement, the Subconsultant, at its own expense, shall obtain and file with Prime evidence of a policy of general comprehensive and vehicle liability insurance, which policies (1) shall be subject to approval by Prime as to company, form and coverage; (2) must fully protect Prime and the Client from claims and risks in connection with activities by the Subconsultant by virtue of this Agreement; and (3) shall name Prime and the Client as additional insured. Such policy shall cover at least the following:

Comprehensive General Liability Insurance - \$1,000,000 per occurrence, combined single limit.

Comprehensive Automobile and Vehicle Liability Insurance - \$1,000,000 per occurrence, combined single limit (including all onsite and offsite operations; all owned, non-owned, leased or hired vehicles).

These insurance amounts and evidence of coverage shall also be required of all Subconsultant's subcontractors performing site activities.

- 10.3 The general comprehensive and vehicle liability insurance policies and subsequent renewals must be maintained in full force and effect at no expense to Prime or the Client throughout the entire term of the Agreement and any Amendment thereto. The respective insurance policies shall state that coverage will not be canceled, suspended, or reduced in coverage or in minimal limits except after thirty (30) days written notice by certified mail has been given to Prime and Client.
- 10.4 Subconsultant shall maintain worker's compensation coverage as required by the Washington State Worker's Compensation Act.

ARTICLE 11 - CONFIDENTIAL INFORMATION

- 11.1 Services to be provided pursuant to this Agreement are considered confidential and proprietary to Prime and Client. Subconsultant shall not disclose or permit disclosure of confidential or proprietary information obtained or prepared by Subconsultant under this Agreement without the prior written approval of Prime. No news releases or public statements with respect to the subject matter of this Agreement or Project shall be made by Subconsultant without first having obtained prior written approval by Prime.

ARTICLE 12 - COMPLIANCE WITH LAWS

- 12.1 Subconsultant shall perform and comply with all applicable laws of the United States, the State of Washington; and the laws and ordinances of local agencies, including the ordinances of Spokane County; and rules, regulations, orders, and directives of their administrative agencies and officers thereof.
- 12.2 Subconsultant shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof; except for any permits and licenses required of Prime or Client for construction or operation of the Project.
- 12.3 During the performance of this Agreement, the Subconsultant agrees not to discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, martial status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Subconsultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap.
- 12.4 During the term of this Agreement, the Subconsultant is encouraged to meet the following minimum goals in purchases and contracts, expressed as a percentage of the total dollars of compensation to the Subconsultant:

Minority-owned business participation - 10%
Women-owned business participation - 6%

Subconsultant is further encouraged to:

- a. Include qualified minority and women's business on solicitation lists;
 - b. Ensure that qualified minority and women's business are solicited whenever there are potential sources of services or supplies;
 - c. Divide the total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by qualified minority and women's business;
 - d. Establish delivery schedules where requirements of the work permit, which will encourage participation of qualified minority and women's business; and
 - e. Use the services and assistance of the State Office of Women and Minority Owned Business and Office of Minority Business Enterprises of the U.S. Department of Commerce as appropriate.
- 12.5 In the event that the Prime, as a result of the Client's grant or funding requirements or other reasons, subsequently requires that the Subconsultant meet the above goals, the Prime shall negotiate with the Subconsultant an equitable adjustment in compensation and terms of performance necessitated by the Subconsultant's compliance with said goals.

ARTICLE 13 - SPECIAL STIPULATIONS

- 13.1 The services under this Agreement shall at all times be subject to the general review and approval of the Prime. The Subconsultant shall periodically, during the progress of the work, confer with the Prime, and shall prepare and present such information and materials as may be pertinent, necessary, or as may be requested by the Prime to determine the adequacy of the services.
- 13.2 In emergencies affecting the health, safety or protection of persons, property or the environment, Subconsultant, without special instruction or authorization from Prime, is obligated to act to prevent threatened damage, injury or loss. Subconsultant shall give Prime prompt written notice if Subconsultant believes that any significant changes in Subconsultant's services hereunder or variations from the Contract Documents have been caused thereby. If Prime determines that a change in the Contract Documents is required because of the action taken in response to an emergency, an Amendment will be issued to document the consequences of the changes or variations.
- 13.3 Subconsultant shall not engage on a full or part time basis, or other basis during the period of the Agreement, any professional or technical personnel who are or have been at any time during the period of the Agreement in the employ of Prime or the Client, except retired employees, without the written consent of Prime and the Client.
- 13.4 Subconsultant represents that the services furnished under this Agreement will be in accordance with generally accepted professional practices. Any estimate of cost of equipment, construction, ownership or operation furnished by the Subconsultant shall be the Subconsultant's opinion based upon its professional judgment and experience.

- 13.5 All drawings, plans, prints, specifications, field notes and other related documents prepared or obtained by the Subconsultant and its subcontractors in connection with the provision of services under this Agreement are and shall be the Prime's property, and such material shall be delivered to the Prime upon request. The Subconsultant shall retain the original of all records, reports, documents and underlying data generated by the Subconsultant, for a period of ten (10) years after expiration or termination of this Agreement, and the Subconsultant shall also obtain these materials from its subcontractors to meet this same requirement on behalf of the Client. Reuse by Subconsultant or its subcontractors of any materials received or prepared for the Project is prohibited without Prime's written consent.
- 13.6 As required in Attachment D (Appendix D of the Consent Decree) and at the request of the Prime, the Subconsultant shall assist the EPA in the collection of evidence to document work performed and costs expended by the Subconsultant or its subcontractors pursuant to this Agreement in order to aid cost recovery efforts by the United States. Such assistance shall include providing all requested assistance in the interpretation of evidence and costs and providing requested testimony. All such assistance provided by the Subconsultant or its subcontractors, requested by Prime, shall be considered extra work and shall entitle the Subconsultant to an equitable adjustment in compensation and other provisions of this Agreement that may be effected.
- 13.7 Subconsultant will supply a copy of the Consent Decree (Attachment D) to its subcontractors performing onsite services related to the Project. Subconsultant shall require that all such services be accomplished in compliance with the Consent Decree; and in compliance with the work plans, health and safety plan, and quality assurance project plan developed for the Project.
- 13.8 Strict compliance with the terms of this Agreement is essential. Deviation of any sort from the Agreement terms must be authorized formally in writing. No other authority for deviation from the Agreement will be recognized as proper and official.
- 13.9 No modification or amendment of the provisions hereof shall be effective unless in writing and signed by the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, from time to time, by mutual agreement.
- 13.10 The provisions, covenants and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors and assigns.
- 13.11 If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not effect any other provisions, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first set forth above.

Metcalf & Eddy, Inc.

Landau Associates, Inc.

Jeffery L. Yarne
Signature

Robert G. Fulton
Signature

Jeffery L. YARNE
Printed Name

ROBERT G. FULTON
Printed Name

12/5/89
Date

11/30/89
Date

LDB/sg
No. 124-01.10

Attachment A

SCOPE OF SERVICES

PHASE I - PILOT STUDY

Task I - Phase I Treatment and Discharge Work Plan

- . M&E shall prepare the treatment section of the work plan. This section shall include pretreatment requirements, treatment technique, data acquisition requirements, operation plan, and analytical requirements.
- . The following sections shall be provided by others in a consistent format:
 - Introduction
 - Site background
 - Site conditions
 - Discharge plan
- . M&E shall integrate the sections and produce the following number of copies:
 - Internal draft - 3
 - Agency draft - 22
 - Final draft - 22
- . M&E shall attend a maximum of two meetings with the County and/or agencies in Spokane or Seattle.

Task II - Pilot Plant Final Design

- . Design pilot plant air stripper system including instrumentation, controls, utility connections, and pre- and/or post-treatment.
- . Select and coordinate delivery of pilot plant, purchase to be by prime.
- . Assist Taylor Engineering with conveyance piping and utilities. This is a limited effort to provide electricity and controls to the wells not to exceed a total of 8 person-days.
- . Review the air monitoring plan and site weather data, and advise prime on air sampling locations and sampling schedule. Sampling and sampling analysis to be provided by prime.

- . Assist in preparation of permit applications for construction and operation.
- . A gravity air stripper for the west site is not included.

Task III - Pilot Study Construction

- . Supervise and coordinate the installation and dismantling of the pilot plant at two locations not to exceed a total of 6 person-weeks in the field and home office combined.

Task IV - Pilot Plant Study Operation

- . Monitor the startup and operation of the pilot plant not to exceed a total for field and office to equal 17 person-weeks.
- . Sample analysis to be provided by others.

Task V - Data Analysis

- . Evaluate the efficiency and mass emissions of the stripping tower including the requirements for pretreatment and post treatment of the influent and effluent streams.
- . Provide data analysis and air diffusion modeling to assess the applicability of the Standard Gaussian Plume Model used in the Consent Decree. Recommend and perform additional modeling using an alternative model if Gaussian model is determined to be insufficient.
- . Provide confirmation of the health risk and hazard index presented in the Consent Decree for Phase II design conditions.
- . Provide recommendation for Phase II off-gas treatment.
- . Air quality assessment not to exceed a total of 4.5 person-weeks.

Task VI - Phase I Report

- . M&E shall provide the sections for the Phase I engineering report on water treatment and air quality.

PHASE II - REMEDIAL DESIGN

Task VII - Phase II Treatment and Discharge Work Plans

- . Prepare 30 and 60% design Treatment and Discharge work plans.
- . M&E shall prepare the Treatment and Energy Recovery sections including all drawings and text.

- . The following sections shall be provided by others in a consistent format.
 - Introduction
 - Site Background
 - Site Considerations
 - Discharge Plan
- . M&E shall integrate the sections and produce 22 copies each of the 30 and 60% work plans plus three internal draft copies.
- . Attend a maximum of 2 meetings with County and/or agencies in Spokane or Seattle (in addition to meetings described for other tasks).

Task VIII - Prepare Design Plans and Specifications

- . Following approval of the work plan for Treatment and Discharge, M&E shall prepare design plans and specifications for construction of the Phase II Treatment Plant and Energy Recovery System (including off gas treatment if required).
- . M&E shall coordinate the plans and specifications for Phase II components. Drawings and specifications for the well fields, pipelines, and utilities shall be provided by others.
- . M&E shall provide Taylor Engineering support in design of power distribution and control system for the well field and pipelines not to exceed a total of 4 person-weeks.
- . M&E shall not provide architectural services for the operation building. A prefabricated building shall be selected by M&E for the Treatment and Energy Recovery Buildings.
- . M&E shall provide 22 copies plus internal review copy of the 90% design of Phase II for review and comments.
- . M&E shall provide 22 copies of the final Phase II plans and specifications.
- . M&E shall provide construction cost estimates at the 90% and final design submittals for the Treatment Plants and Energy Recovery systems.
- . M&E shall attend a maximum of 2 meetings with the County and/or agencies in Spokane or Seattle (in addition to meetings described for other tasks).
- . M&E shall prepare and submit the treatment facility sections of the O&M plans with the 90% complete design. These plans shall have the following sections:
 - Equipment Description

- Normal Operation and Maintenance
- Potential Operation Problems
- Retention Monitoring and Laboratory Testing
- Alternate O&M
- Safety Plan
- Records and Reporting Requirements
- Annual O&M Budget

ATTACHMENT B

COLBERT LANDFILL RD/RA

COST SUMMARY^(a)

Based on Scope of Services defined in Article 3 and Compensation Provisions of Article 5 of Subconsulting Agreement for period of 1989 through 1992.^(b)

1)	Labor and Direct Payroll Cost	\$	178.4
2)	Overhead (161%)	\$	287.3
3)	Direct Expenses and Equipment Charges	\$	54.3
4)	Fixed Fee	\$	58.0
<hr/>			
Maximum Total Amount			\$ 578.0

SUMMARY BY TASK^(c)

I.	Overall Project Management	\$	0
II.	Phase I Plans/Design	\$	64.1
III.	Phase I Pilot Study Construction	\$	22.2
IV.	Phase I Pilot Study Operation	\$	50.5
V.	Phase I Data Evaluation	\$	27.0
VI.	Reports	\$	13.5
VII.	Phase II Work Plans	\$	143.5
VIII.	Phase II Design, Plans, and Specs	\$	257.2
<hr/>			
Total			\$ 578.0

-
- a) The estimated cost budgets are based on the cost distribution spreadsheet (attached) and are subject to the assumptions and qualifications identified in the Scope of Services (Attachment A).
 - b) Labor and overhead costs include an estimated 4 percent annual inflation factor for 1990 through 1992 activities.
 - c) Line items are advisory. Redistribution of the budget between tasks is permissible provided the Maximum Total Amount is not exceeded, except that no task budget shall be increased by more than 10 percent without Landau Associates' prior written approval.

COST DISTRIBUTION SPREADSHEET
NETCALF & EDDY

21-Nov-89
COLBERT

TASK	SUBTASK	DIRECT SALARY MAN DAYS						TOTAL MAN DAYS	LABOR COST	OH MULT 1.61	NONLABOR \$1,000			NONLABOR TOTAL	TOTAL AMOUNT
		PRINC.	SENIOR	PROJECT	TECH 1	TECH 2	SUPPORT				REBILL.	EQUIPMENT	SUBCONT.		
I. Overall Project Management								0.0		0.0				0.0	0.0
PHASE I															
II. Plans/Design		3.0	20.0	24.0	6.0	44.0	17.0	114.0	19.2	30.9	5.5	2.5	0.0	8.0	58.1
A. Task Management		2.0	6.0				1.0	9.0	2.3	3.7	3.0	0.1		3.1	9.0
B. Work Plans															
1. Preparation		1.0	6.0	8.0	2.0	12.0	3.0	32.0	5.6	9.0		0.4		0.4	14.9
2. Cnty/Agency Revisions			1.0	1.0				2.0	0.4	0.7				0.0	1.1
C. Pilot Study Final Design															
1. Site Facilities								0.0	0.0	0.0				0.0	0.0
2. Pilot Wells								0.0	0.0	0.0				0.0	0.0
3. Monitoring Wells								0.0	0.0	0.0				0.0	0.0
4. Collection Piping								0.0	0.0	0.0				0.0	0.0
5. Water Treatment			4.0	10.0	4.0	28.0	12.0	58.0	8.6	13.8	1.0	1.8		2.8	25.2
6. Water Discharge				3.0		4.0	1.0	8.0	1.2	2.0		0.2		0.2	3.4
7. Air Monitoring			3.0	2.0				5.0	1.1	1.8	1.5			1.5	4.5
D. Authorizations															
1. Property Access								0.0	0.0	0.0				0.0	0.0
2. Pilot Study Permits								0.0	0.0	0.0				0.0	0.0
III. Pilot Study Construction		0.0	6.0	18.0	0.0	5.0	2.0	31.0	5.9	9.5	4.3	0.2	0.0	4.5	20.0
A. Task Management								0.0	0.0	0.0				0.0	0.0
B. Mobilization								0.0	0.0	0.0				0.0	0.0
C. Installation															
1. New Wells								0.0	0.0	0.0				0.0	0.0
2. Piping								0.0	0.0	0.0				0.0	0.0
3. Utilities/Office								0.0	0.0	0.0				0.0	0.0
4. Water Treatment			8.0	18.0		5.0	2.0	31.0	5.9	9.5	4.3	0.2		4.5	20.0
D. Ground Water Sampl/Analysis															
1. New Wells								0.0	0.0	0.0				0.0	0.0

B-2

LANDAU ASSOCIATES, INC.

COST DISTRIBUTION SPREADSHEET
NETCALF & BDDY

21-Nov-89
COLBERT

		DIRECT SALARY MAN DAYS						NONLABOR \$1,000						
TASK	SUBTASK	PRINC.	SENIOR	PROJECT	TECH 1	TECH 2	SUPPORT	TOTAL MAN DAYS	LABOR COST	ON MULT 1.61	REBILL.	EQUIPMENT	SUBCONT.	TOTAL NONLABOR AMOUNT
IV. Pilot Study Operation		0.0	2.0	0.0	0.0	80.0	2.0	84.0	11.4	18.3	17.1	0.0	0.0	17.1
A. Task Management								0.0	0.0	0.0				0.0
B. Aquifer Test								0.0	0.0	0.0				0.0
C. Water Treatment														
1. Pilot Plant			2.0			80.0	2.0	84.0	11.4	18.3	17.1			17.1
2. Water Sampling/Anal.								0.0	0.0	0.0				0.0
D. Air Monitoring (east only)														
1. Meteorologic								0.0	0.0	0.0				0.0
2. Air Emissions								0.0	0.0	0.0				0.0
V. Data Evaluation		0.0	22.0	11.0	0.0	6.0	2.0	41.0	8.9	14.3	1.0	0.0	0.0	1.0
A. Geohydrology/Water Quality								0.0	0.0	0.0				0.0
B. Water Treatment			6.0	5.0		6.0	2.0	19.0	3.6	5.7	1.0			1.0
C. Air Quality/Modeling			16.0	6.0				22.0	5.3	8.5				0.0
VI. Reports		0.0	6.0	7.0	0.0	8.0	4.0	25.0	4.5	7.3	0.1	0.2	0.0	0.3
A. Progress Reports				2.0		8.0	2.0	12.0	1.7	2.8				0.0
B. Phase I Engineering Report														
1. Geohydrology								0.0	0.0	0.0				0.0
2. Water Treatment			3.0	3.0			1.0	7.0	1.5	2.4	0.1	0.2		0.3
3. Air Quality			3.0	2.0			1.0	6.0	1.3	2.1				0.0

B-3

LANDAU ASSOCIATES, INC.

COST DISTRIBUTION SPREADSHEET
NETCALP & EDDY

21-Nov-89
COLBERT

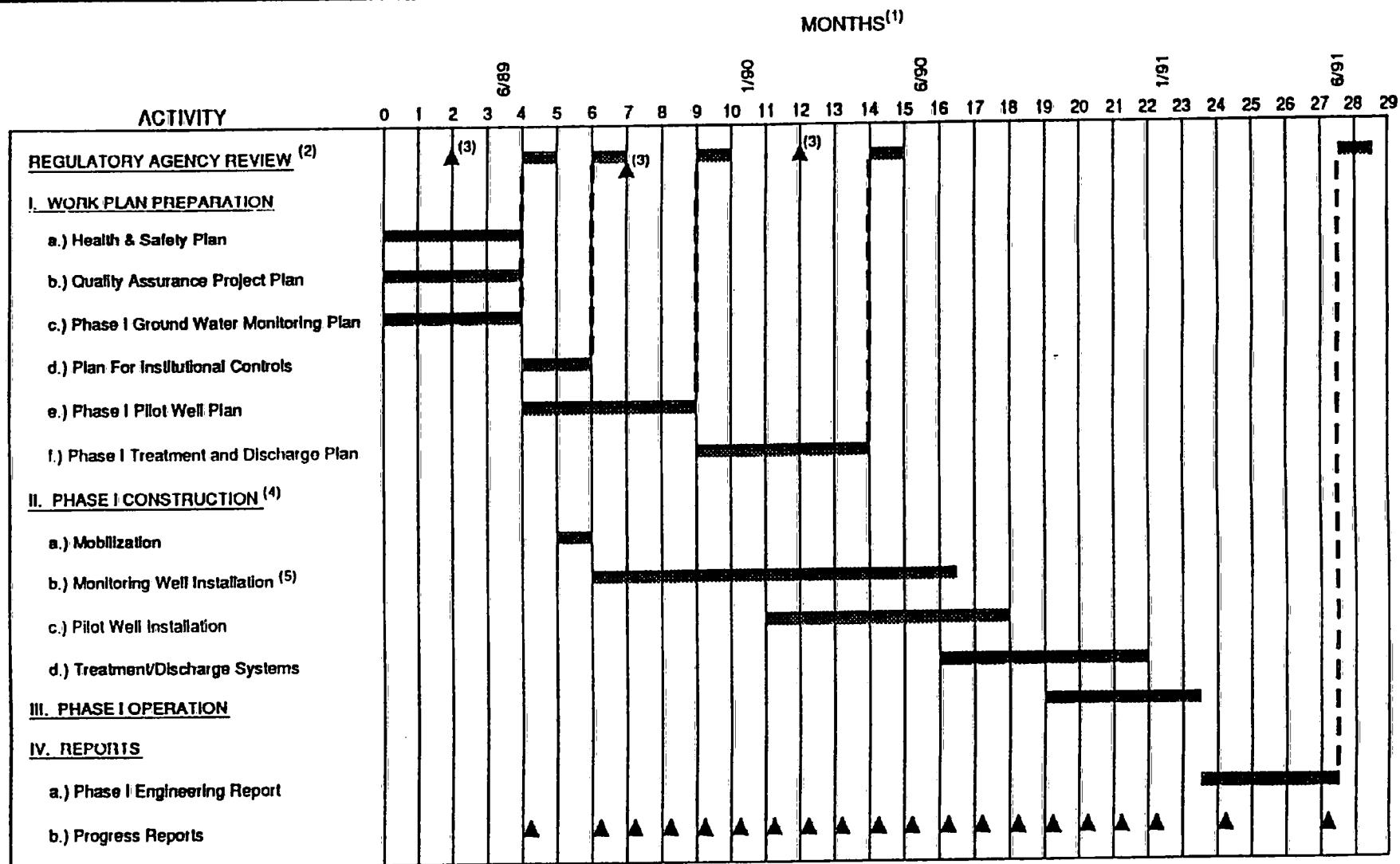
21-Nov-89 COLBERT		DIRECT SALARY MAN DAYS						NONLABOR \$1,000							
TASK	SUBTASK	PRINC.	SENIOR	PROJECT	TECH 1	TECH 2	SUPPORT	TOTAL MAN DAYS	LABOR COST	OH MULT 1.61	REBILL.	EQUIPMENT	SUBCONT.	NONLABOR TOTAL	TOTAL AMOUNT
PHASE II															
VII.	Work Plans	5.0	38.0	72.0	0.0	108.0	52.0	275.0	47.8	77.0	3.0	0.2	0.0	3.2	128.0
	A. Task Management	3.0	7.0	3.0			2.0	15.0	3.7	6.0	2.0	0.2		2.2	12.0
	B. Update Approp. Phase I Plans		3.0	3.0			3.0	9.0	1.8	2.8	0.2			0.2	4.8
	C. Additional Work Plans														
	1. Extraction Well Plan							0.0	0.0	0.0				0.0	0.0
	2. Treatment & Discharge (incl. energy recovery)	2.0	28.0	66.0		108.0	47.0	251.0	42.3	68.1	0.8			0.8	111.2
	3. Data Management							0.0	0.0	0.0				0.0	0.0
VIII.	Design, Plans, and Specs	7.0	52.0	110.0	39.0	168.0	86.0	462.0	80.8	130.0	4.8	15.4	0.0	20.2	231.0
	A. Task Management	2.0	12.0	24.0		12.0	1.0	51.0	10.9	17.6	3.0	0.2		3.2	31.1
	B. Facilities														
	1. Wells(Extr.& Monitor.)							0.0	0.0	0.0				0.0	0.0
	2. Piping/Discharge							0.0	0.0	0.0				0.0	0.0
	3. Energy Recovery	1.0	10.0	16.0	8.0	30.0	15.0	80.0	13.8	22.3	0.2	3.0		3.2	39.3
	4. Water/Air Treatment	4.0	27.0	67.0	31.0	115.0	56.0	300.0	51.3	82.6	1.0	11.5		12.5	146.4
	C. O & M Plan		3.0	3.0		11.0	14.0	31.0	4.7	7.6	0.6	0.7		1.3	13.6
	D. Design Review							0.0	0	0.0				0.0	0.0
TOTAL		15	146	242	45	419	165	1032.0	178.5	287.3	35.8	18.5	0	54.3	520.1

1989 Average Rate (\$/Man Day)

339 234 190 150 127 106

B-4

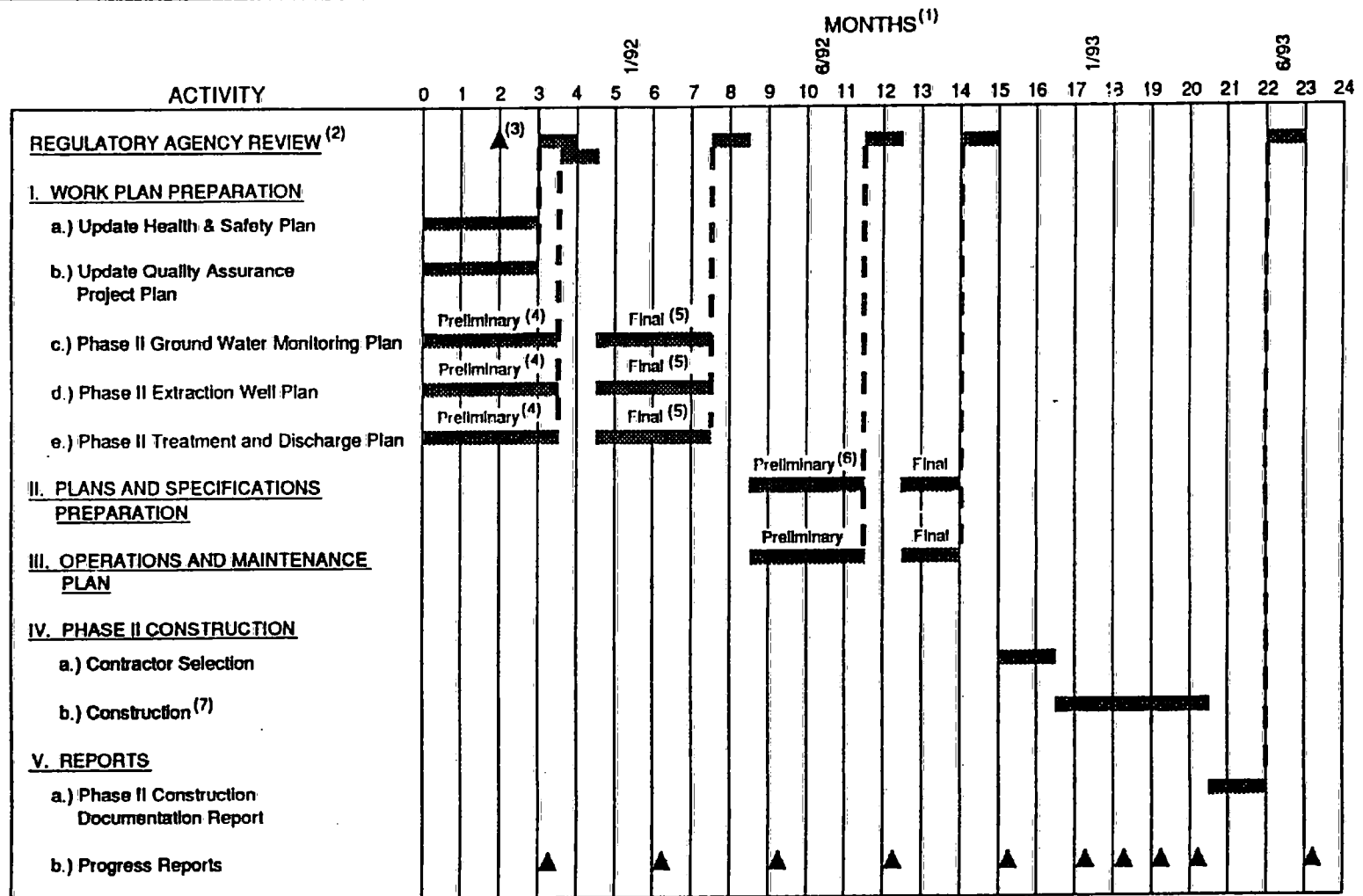
LANDAU ASSOCIATES, INC.

**Notes:**

- 1.) Date
3 6/89 4 4/89 Time since entry of the Consent Decree
- 2.) Estimated Schedule. Schedule dependent on actual Agency review period.
- 3.) County-Agency technical session at 50% completion of work plans.
- 4.) Phase I Construction Initiated 30 days following agency approval of Work Plans I. a.), I. b.), and I. c.).
- 5.) Estimated time. Actual time will depend on drilling method.

LANDAU ASSOCIATES, INC.

Estimated Schedule
Phase I Activities

**Notes:**

- 1.) Date
Time since Regulatory Agency approval of the Phase I Engineering Report.
- 2.) Estimated Schedule. Schedule dependent on actual agency review period.
- 3.) County-Agency technical session at 50% completion of preliminary work plans.
- 4.) Represents 30% Design Submittal.
- 5.) Represents 60% Design Submittal.
- 6.) Represents 90% Design Submittal.
- 7.) Preliminary estimate, construction schedule will be submitted with Plans and Specifications.

LANDAU ASSOCIATES, INC.

Estimated Schedule
Phase II Activities

SUBCONSULTING AGREEMENT BETWEEN
TAYLOR ENGINEERING, INCORPORATED AND
LANDAU ASSOCIATES, INCORPORATED

~~RCF~~
RECEIVED

AUG 7 1989

LANDAU ASSOCIATES, INC.

This Agreement is made this 31st day of July 1989, by and between Landau Associates, Incorporated ("Prime") and Taylor Engineering, Incorporated ("Subconsultant").

WITNESSETH

WHEREAS, Prime has entered into a Contract with Spokane County ("Client") to provide engineering, consulting, surveying, and construction services for the Colbert Landfill Remedial Design/Remedial Action ("Project");

WHEREAS, Subconsultant represents that it has the expertise, knowledge, ability and is qualified to render certain professional services;

WHEREAS, Prime desires to employ Subconsultant to render certain professional services in connection with or related to the Project;

WHEREAS, Subconsultant is willing to provide such professional services under the terms and conditions contained herein;

NOW, THEREFORE, in consideration of these premises and of the mutual promises, covenants and agreement contained herein; the parties agree as follows:

ARTICLE 1 - CONTRACT DOCUMENTS

- 1.1 This Agreement includes and incorporates Articles 1-13, Attachment A - Scope of Services, Attachment B - Cost Summary, Attachment C - Estimated Schedule for Phase I and Phase II Activities, and Attachment D - Colbert Landfill Consent Decree as the Contract Documents.

ARTICLE 2 - ENGAGEMENT OF SUBCONSULTANT

- 2.1 Prime engages Subconsultant to perform for or furnish to Prime the services set forth in Article 3 of this Agreement and Subconsultant agrees to perform or furnish such services for the compensation set forth in Article 5 of this Agreement. Subconsultant shall perform or furnish all services hereunder as Prime's independent Subconsultant for the Project. Subconsultant shall be responsible for the means

and methods used in performing or furnishing all services under this Agreement and shall be responsible for supervising and controlling Subconsultant's employees and its subcontractors.

- 2.2 Subconsultant acknowledges it is an independent contractor and will at all times act as such in performing services under this Agreement. Nothing in this Agreement shall be deemed to constitute Subconsultant or any of its employees as the agent, representative or employee of Prime nor create a joint venture between the parties.
- 2.3 The term "services" shall include all professional consulting, work, labor, tools, materials, equipment, supplies, transportation, supervision, installation, fabrication, construction, testing, management and other activities required to properly complete Subconsultant's responsibilities, including any part thereof, in accordance with this Agreement.
- 2.4 Prime acknowledges certain portions of Subconsultant's work will be subcontracted to others. Each subcontract, and a cost summary thereof, will be submitted by Subconsultant for review by the Prime prior to the Subconsultant proceeding with the services set forth therein. Subconsultant agrees not to use any subcontractors deemed unacceptable by Prime.
- 2.5 Prime shall be the coordinator of Subconsultant's services with Client and any other independent professional associates, subconsultants and contractors engaged by Prime for the Project. All of Subconsultant's communications with Client or Prime's other independent professional associates subconsultants and contractors will be through Prime unless direct communication is authorized by Prime.
- 2.6 All instruments of services (including, but not limited to drawings, specifications, test reports, designs, computations, computer programs, estimates, surveys, and other data or work items) prepared or furnished by Subconsultant under this Agreement shall be submitted to Prime for approval. All instruments of service, together with necessary supporting documents, shall be delivered to Prime for submittal to Client in a timely manner. When appropriate, instruments of service shall be professionally sealed by personnel registered in the State where Project is located and as required by law or by Client or by Prime.
- 2.7 Subconsultant hereby agrees to produce instruments of service in a form and format that is acceptable to Prime.
- 2.8 Prime will furnish to Subconsultant as received by Prime criteria, information, data and documents pertinent to Subconsultant's responsibilities hereunder which are specifically designated in the Prime Agreement to be furnished to

Prime by Client or elsewhere in this Agreement to be furnished to Subconsultant by Prime.

- 2.9 Subconsultant shall comply with all applicable requirements of Prime, Client and federal, state and local authorities with respect to health, safety, environmental protection, quality assurance and quality control. All services of Subconsultant shall be performed in compliance with Attachment D, and all appendices thereof, including but not limited to, all work plans and schedules.
- 2.10 If Subconsultant becomes insolvent or commences a voluntary petition or has a petition filed against Subconsultant under any federal or state bankruptcy or insolvency law, or makes a general assignment for the benefit of creditors, or if a trustee or receiver is appointed to take charge of or administer Subconsultant's property for the benefit of any creditor or creditors, or if Subconsultant fails to perform Subconsultant's services in accordance with the Contract Documents, or disregards applicable laws or regulations, or otherwise violates in a substantial way any provision of this Agreement, Prime may, without prejudice to any other right or remedy, and without liability to Subconsultant, elect to terminate this Agreement and finish Subconsultant's services in any way Prime deems expedient, including taking possession of and using all Subconsultant's tools, machinery and equipment at the site of the Project for which Prime has paid Subconsultant and incorporating into the Project all supplies and materials located at the site or supplies and materials stored elsewhere for which Prime has paid Subconsultant. In such event Subconsultant shall be liable to Prime for all direct, indirect and consequential costs of completing Subconsultant's services less any sums paid to Prime by Client for the completion of said services.

ARTICLE 3 - DESCRIPTION OF SERVICES

- 3.1 Upon receipt of written authorization to proceed from Prime, Subconsultant shall perform for or furnish to Prime the services described in Attachment A, Subconsultant's Scope of Services, attached hereto and made a part hereof, within the schedule provided in said Attachment A.
- 3.2 Subconsultant shall perform or furnish all services hereunder in accordance with the Contract Documents, in a good and workmanlike manner, free from defect, in compliance with all applicable federal, state and local laws, statutes, codes, rules, regulations, orders, guidances and ordinances, and in conformance with all applicable special requirements of Client or the place where the Project is located.
- 3.3 Subconsultant shall pay all sales, consumer, use and other similar taxes required to be paid by Subconsultant in

accordance with all laws and regulations applicable to the Project and Subconsultant's services herewith.

- 3.4 If Client makes any change in the Prime Agreement pertinent to Subconsultant's responsibilities under this Agreement, including any change in scope of the Project or additions, deletions or revisions in Prime's services, then this Agreement shall be automatically changed in an equivalent manner. Prime may at any time and from time to time make changes, additions, revisions, or deletions in the scope of Subconsultant's services under this Agreement. Prime will issue a written Amendment authorizing and directing Subconsultant to proceed on the basis of such change, addition, deletion or revision. Upon receipt of such Amendment, Subconsultant shall proceed to perform on the basis of such authorized change, addition, deletion or revision. If any such Amendment causes an increase or decrease in Subconsultant's compensation or an extension or shortening of Subconsultant's time to complete performance, an equitable adjustment will be made.
- 3.5 Oral changes are not permitted and will be of no force or effect. Subconsultant shall not be entitled to an increase in compensation or an extension of time with respect to any services performed that are not required by the Contract Documents or authorized in writing by a written Amendment as provided in paragraph 3.4 above, except in the case of emergency as provided in paragraph 13.2 below.

ARTICLE 4 - PERIOD OF PERFORMANCE

- 4.1 This Agreement shall be effective from its date of execution by the Prime until completion of the Scope of Services.
- 4.2 Prime authorized the commencement of Subconsultant's services effective June 26, 1989.
- 4.3 Established completion times for tasks may be extended due to delays attributable to the Prime or Client, unavoidable delays caused by governmental action or other conditions beyond the control of the Subconsultant, or by mutual consent of the Prime and the Subconsultant. The Subconsultant may adjust its personnel to meet required schedules, but time adjustments for completion may be made only upon written approval of the Prime.
- 4.4 Prime shall have the right to review and examine the Subconsultant's work and products at any time. Progress reports may be required by the Prime in the event of delays attributable to the Subconsultant.

ARTICLE 5 - COMPENSATION

- 5.1 For those services enumerated in Article 3 above, the Subconsultant shall be paid its Direct Payroll, Overhead, Direct Expenses, Equipment Charges, and a Fee. A Maximum Total Amount has been established in the sum of \$194,911, which shall not be exceeded without a formal amendment to this Agreement. The Maximum Total Amount is further detailed in Attachment B.
- 5.2 Subconsultant shall make reasonable efforts to complete the Scope of Services within the Maximum Total Amount and shall keep the Prime informed of the financial progress of expenditures so that the Maximum Total Amount or work effort can be adjusted if found to be necessary. The Maximum Total Amount shall not be exceeded without the Prime's prior written approval, and the Prime is not otherwise obligated to pay the Subconsultant for costs incurred beyond the Maximum Total Amount. The Prime may require the Subconsultant to complete at cost, without Fee Payment, any and all work and services within the agreed scope of services remaining unperformed at the time the Maximum Total Amount is reached. When the Maximum Total Amount is increased due to an approved scope increase, the Fee shall be applied to such increased costs, and the Subconsultant's excess costs expended before such increase shall be allowable to the same extent as if such costs had been incurred after the approved increase.
- 5.3 Direct Payroll Cost is the sum of the direct salaries or wages paid to the employees of the Subconsultant for work directly performed pursuant to this Agreement, exclusive of all payroll related taxes, payments, premiums, and benefits. The Direct Payroll Cost, as summarized in Attachment B, is estimated to be \$61,661.
- 5.4 Overhead is the total overhead cost applicable to the services performed by the Subconsultant pursuant to this Agreement. A negotiated overhead of One Hundred Sixty-One Percent (161%) of the Direct Payroll Cost shall be utilized to determine overhead compensation to Subconsultant, for the term of this Agreement, by the Prime for all services described in Attachment A, and subsequent amendments thereto.
- 5.5 Direct Expenses include all reasonable and necessary expenses incurred by Subconsultant in performing the services pursuant to this Agreement, other than the Direct Payroll Cost and Overhead. Direct Expenses shall include but are not limited to rebillables for project purchases, travel, communications, equipment rental, printing, and limited subcontractor costs. Charges of major project subcontractors (such as for site preparation and grading, fencing, pipeline installation, etc.) are to be direct to Prime, thus are not to be included

in Subconsultant's Direct Expenses. No separate handling charge shall be applied to the Direct Expenses.

- 5.6 Equipment charges include the use of Subconsultant owned equipment (survey equipment, reproduction equipment, engineering computer, etc.) for the direct benefit of the Project. Charges for such equipment use shall be at Subconsultant's standard unit rates.
- 5.7 The Fee amount is established to be 12 percent (12%) of the sum of Direct Payroll cost plus Overhead, plus Direct Expenses, and represents full compensation for profit and business costs not included as Overhead. The dollar amount of Fee to be paid is included in the Maximum Total Amount (Article 5.1). The Fee percentage shall not be increased or decreased, except in the case of a formal amendment to this Agreement.

ARTICLE 6 - TERMS OF PAYMENT

- 6.1 Subconsultant shall submit invoices monthly for services rendered. Invoices shall be in a form acceptable to Prime. Payment to Subconsultant will be made by Prime within 15 days after payment for the corresponding Subconsultant invoice has been received from Client; except that no payment will be made by Prime to Subconsultant until the Certificate of Insurance required under Article 10 below has been received by Prime.
- 6.2 Payment shall constitute full compensation for services rendered for all supervision, labor, supplies, materials, equipment or use thereof, business overhead costs, Subconsultant's subcontractors, profit, and all other incidentals necessary to complete the Scope of Services under this Agreement.
- 6.3 Subconsultant shall be responsible to pay or see to the payment of any monies due any of Subconsultant's independent professional associates, consultants, subcontractors or suppliers, except as described in paragraph 5.6 above, and nothing in this Agreement or any other contract shall create any obligation on the part of Prime or Client to pay or see to such payment if Subconsultant has received payment therefor from Prime.
- 6.4 Subconsultant shall, and shall require its subcontractors to, keep complete and accurate records, in accordance with generally accepted accounting practices, with respect to all time expended, salaries paid, and all other reimbursable costs and expenses for purposes of audit. These records shall be retained and made available for inspection by any authorized representative of the Prime, Client, state or federal government for a period of six (6) years after expiration or termination of this Agreement. At the end of

the six (6) year period, the Prime shall be notified by the Subconsultant of the intent of the Subconsultant or any subcontractor to destroy or discard such records, in order to allow the Prime or Client the opportunity to take possession of such records before they are destroyed.

- 6.5 Subconsultant shall permit the Prime or the Client, from time to time as the Prime or the Client deems necessary (including after the expiration or termination of this Agreement), to inspect and audit at any reasonable times at the Subconsultant's or its subcontractor's offices, all pertinent books and records of the Subconsultant and any subcontractors or other person or entity that has performed services or work in connection with or related to the Subconsultant's services under this Agreement, to verify the accuracy of accounting records. Subconsultant shall supply the Prime or the Client with, or shall permit the Prime or the Client to make, a copy of any books and records and any portion thereof requested. The Subconsultant shall require that such inspection, audit, or copying right of the Prime or the Client is a condition of any subcontract, agreement, or other arrangement under which any other person or entity is permitted to perform work in connection with or related to the Subconsultant's services under this Agreement.

ARTICLE 7 - TERMINATION OF AGREEMENT

- 7.1 Either party may terminate this Agreement or any Amendment thereto in the event the other fails to materially performed its obligations as described in this Agreement, and such material failure has not been corrected in a timely manner after notice of breach has been provided to the nonperforming party.
- 7.2 Either party may terminate this Agreement or any Supplement thereto without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as, but not limited to, acts of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.
- 7.3 Prime may terminate this Agreement for any reason, other than as recited in paragraphs 7.1 and 7.2, upon twenty (20) days written notice to the Subconsultant. In such event, the Prime shall pay Subconsultant for satisfactory services previously authorized and performed before the termination date, as well as reasonable termination expenses for which Prime has received reimbursement from the Client, including reassignment of personnel and subcontractor termination costs incurred by Subconsultant.
- 7.4 Nothing herein shall be construed to limit the parties' remedies for material breach of contract. The Prime is not

obligated to pay any fees or expenses which specifically involve negligent acts or omissions by the Subconsultant or its subcontractors

ARTICLE 8 - RESPONSIBILITY

- 8.1 Subconsultant recognizes that the services of Prime and others involved in the Project are dependent upon the timely performance of Subconsultant's services hereunder. Subconsultant shall complete its services within the specific periods of time or by the specific dates defined in Attachment C hereof, except that work plan components and plans and specifications shall be completed at least 30 days prior to the dates specified in Appendix C. Unless specifically provided otherwise in this Agreement, Subconsultant shall perform or furnish the services required under this Agreement in the same character, timing and sequence as Prime is required to perform such services for Client under the Prime Agreement, provided timely authorization to proceed is received.
- 8.2 If the periods of time or dates provided herein by which Subconsultant is required to complete performance are exceeded through no fault of Subconsultant, then Subconsultant may be allowed an extension of time within which to complete performance. Subconsultant will not be allowed any such extension unless Subconsultant notifies Prime in writing of the claimed delay, its cause and estimated length within 2 working days of Subconsultant's learning of such delay, and thereafter in a timely manner provides Prime with such additional supporting data as Prime or Client may require, nor unless Prime and Subconsultant agree in writing to the allowance of such extension and the amount of additional time to be allowed for completion of performance.
- 8.3 All services to be provided by Subconsultant under this Agreement shall be performed in accordance with the generally-accepted standards of professional practice. Subconsultant shall bear all responsibility for the adequacy and accuracy of service rendered and documents prepared by Subconsultant and/or its subcontractor(s) pursuant to this Agreement, notwithstanding any Prime and/or Client review, payment for, or approval of any work performed or services rendered. The Subconsultant's obligations under this paragraph shall continue after the termination or expiration of this Agreement.
- 8.4 Subconsultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, and other services furnished by or on behalf of the Subconsultant under this Agreement or any Amendments thereto. The Subconsultant, without additional compensation, shall correct or revise any errors or omissions

in the designs, drawings, and/or other Subconsultant services immediately upon notification by Prime.

- 8.5 Nothing herein shall be construed to limit the parties' remedies for material breach of contract. Prime is not obligated to pay any fees or expenses which specifically involve negligent acts or omissions by the Subconsultant and/or its subcontractors.

ARTICLE 9 - LEGAL RELATIONS

- 9.1 Neither party shall commence or prosecute any suit, proceeding or claim to enforce the provisions of this Agreement, to recover damages for breach of or default in this Agreement, or otherwise arising under or by reason of this Agreement, other than in the courts of the State of Washington or the District Court of the United States, Eastern District, State of Washington. Both parties hereby irrevocably consent to the jurisdiction of the courts of the State of Washington with venue laid in Spokane County and of the District Court of the United States, Eastern District, State of Washington.
- 9.2 Subconsultant agrees to indemnify and hold harmless Prime and Client, their officers, agents, servants and employees from and against any claim, suit, action, or liability, including expenses incident thereto (each, a "Subconsultant indemnified claim or liability") arising from, but not limited to, bodily injury or death (including bodily injury or death to employees of Subconsultant or its subcontractors), or physical injury to or loss of use of property, arising from the negligence or willful misconduct under this Agreement of the Subconsultant, its subcontractors, or their respective directors, officers, agents, servants or employees.
- 9.3 Prime agrees to indemnify and hold harmless Subconsultant, its officers, agents, servants and employees from and against any claim, suit, action, or liability, including expenses incident thereto (each, a "Prime indemnified claim or liability") arising from, but not limited to, bodily injury or death (including bodily injury or death to employees of Prime or its subcontractors), or physical injury to or loss of use of property, arising from the negligence or willful misconduct under this Agreement of the Prime (other than the Subconsultant or its subcontractors), its subcontractors, or their respective directors, officers, agents, servants or employees.
- 9.4 Any and all employees of the Subconsultant, while engaged in the performance of any services required of the Subconsultant under this Agreement, shall be considered employees of the Subconsultant and not of Prime or the Client, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Subconsultant's

employees or other companies or persons while so engaged by Subconsultant in any of the work or services provided to be rendered herein shall be the sole obligation and responsibility of the Subconsultant.

- 9.5 Any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Prime's employees or other companies or persons while so engaged by Prime (other than the Subconsultant or its subcontractors) in any of the work or services provided to be rendered herein shall be the obligation and responsibility of the Prime.
- 9.6 The indemnification provided for in this Article 9 with respect to any negligent acts or omissions during the term of this Agreement shall survive any termination or expiration of this Agreement.
- 9.7 This Agreement or any Amendment thereto does not constitute the Subconsultant as the agent or legal representative of the Prime or the Client for any purpose whatsoever. The Subconsultant is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the Prime or the Client or to bind the Prime or the Client in any manner or thing whatsoever.
- 9.8 Rights under this Agreement are cumulative; the failure to exercise on any occasion any right shall not operate to forfeit such right on another occasion. The use of one remedy shall not be taken to exclude or waive the right to use another.

ARTICLE 10 - INSURANCE

- 10.1 Subconsultant shall, at its own expense, procure and maintain in full force and effect during the term of this Agreement, a policy of professional liability insurance providing coverage of at least \$1,000,000 against professional liability for errors and omissions in connection with the professional engineering and surveying services to be performed by the Subconsultant under this Agreement. The Subconsultant shall furnish evidence of such insurance to the Prime in such forms and at such times as the Prime shall reasonably require. The Subconsultant shall maintain such professional liability coverage, if such insurance is reasonably available, for a period of three (3) years after the termination of this Agreement, or any supplement thereto.
- 10.2 Prior to undertaking any services under this Agreement, the Subconsultant, at its own expense, shall obtain and file with Prime evidence of a policy of general comprehensive and vehicle liability insurance, which policies (1) shall be subject to approval by Prime as to company, form and coverage; (2) must fully protect Prime and the Client from claims

and risks in connection with activities by the Subconsultant by virtue of this Agreement; and (3) shall name Prime and the Client as additional insured. Such policy shall cover at least the following:

Comprehensive General Liability Insurance - \$1,000,000 per occurrence, combined single limit.

Comprehensive Automobile and Vehicle Liability Insurance

- \$1,000,000 per occurrence, combined single limit (including all onsite and offsite operations; all owned, non-owned, leased or hired vehicles).

These insurance amounts and evidence of coverage shall also be required of all Subconsultant's subcontractors performing site activities.

- 10.3 The general comprehensive and vehicle liability insurance policies and subsequent renewals must be maintained in full force and effect at no expense to Prime throughout the entire term of the Agreement and any Amendment thereto. The respective insurance policies shall state that coverage will not be canceled, suspended, or reduced in coverage or in minimal limits except after thirty (30) days written notice by certified mail has been given to Prime and Client.
- 10.4 Subconsultant shall maintain worker's compensation coverage under the Washington State Worker's Compensation Act.

ARTICLE 11 - CONFIDENTIAL INFORMATION

- 11.1 Services to be provided pursuant to this Agreement are considered confidential and proprietary to Prime and Client. Subconsultant shall not disclose or permit disclosure of confidential or proprietary information obtained or prepared by Subconsultant under this Agreement without the prior written approval of Prime. No news releases or public statements with respect to the subject matter of this Agreement or Project shall be made by Subconsultant without first having obtained prior written approval by Prime.

ARTICLE 12 - COMPLIANCE WITH LAWS

- 12.1 Subconsultant shall perform and comply with all applicable laws of the United States, the State of Washington; and the laws and ordinances of local agencies, including the ordinances of Spokane County; and rules, regulations, orders, and directives of their administrative agencies and officers thereof.
- 12.2 Subconsultant shall secure and maintain in full force and effect during the term of this Agreement all required

licenses, permits, and similar legal authorizations, and comply with all requirements thereof; except for any permits and licenses required of Prime or Client for construction or operation of the Project.

- 12.3 During the performance of this Agreement, the Subconsultant agrees not to discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Subconsultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, with regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap.
- 12.4 During the term of this Agreement, the Subconsultant is encouraged to meet the following minimum goals in purchases and contracts, expressed as a percentage of the total dollars of compensation to the Subconsultant:

Minority-owned business participation - 10%
Women-owned business participation - 6%

Subconsultant is further encouraged to:

- a. Include qualified minority and women's business on solicitation lists;
 - b. Ensure that qualified minority and women's business are solicited whenever there are potential sources of services or supplies;
 - c. Divide the total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by qualified minority and women's business;
 - d. Establish delivery schedules where requirements of the work permit, which will encourage participation of qualified minority and women's business; and
 - e. Use the services and assistance of the State Office of Women and Minority Owned Business and Office of Minority Business Enterprises of the U.S. Department of Commerce as appropriate.
- 12.5 In the event that the Prime, as a result of the Client's grant or funding requirements or other reasons, subsequently requires that the Subconsultant meet the above goals, the Prime shall negotiate with the Subconsultant an equitable adjustment in compensation and terms of performance necessitated by the Subconsultant's compliance with said goals.

ARTICLE 13 - SPECIAL STIPULATIONS

- 13.1 The services under this Agreement shall at all times be subject to the general review and approval of the Prime. The Subconsultant shall periodically, during the progress of the work, confer with the Prime, and shall be subject to the direction of the Prime and shall prepare and present such information and materials as may be pertinent, necessary, or as may be requested by the Prime to determine the adequacy of the services.
- 13.2 In emergencies affecting the health, safety or protection of persons, property or the environment, Subconsultant, without special instruction or authorization from Prime, is obligated to act to prevent threatened damage, injury or loss. Subconsultant shall give Prime prompt written notice if Subconsultant believes that any significant changes in Subconsultant's services hereunder or variations from the Contract Documents have been caused thereby. If Prime determines that a change in the Contract Documents is required because of the action taken in response to an emergency, an Amendment will be issued to document the consequences of the changes or variations.
- 13.3 Subconsultant shall not engage on a full or part time basis, or other basis during the period of the Agreement, any professional or technical personnel who are or have been at any time during the period of the Agreement in the employ of Prime or the Client, except retired employees, without the written consent of Prime and the Client.
- 13.4 Subconsultant represents that the services furnished under this Agreement will be in accordance with generally accepted professional practices. Any estimate of cost of equipment, construction, ownership or operation furnished by the Subconsultant shall be the Subconsultant's opinion based upon its professional judgment and experience.
- 13.5 Subconsultant, or its subcontractors where applicable, shall endorse all plans and specifications prepared pursuant to this Agreement.
- 13.6 All drawings, plans, prints, specifications, field notes and other related documents prepared or obtained by the Subconsultant and its subcontractors in connection with the provision of services under this Agreement are and shall be the Client's property, and such material shall be delivered to the Client upon request. The Subconsultant shall retain the original of all records, reports, documents and underlying data generated by the Subconsultant, for a period of ten (10) years after expiration or termination of this Agreement, and the Subconsultant shall also obtain these

materials from its subcontractors to meet this same requirement on behalf of the Client.

- 13.7 As required in Attachment C (Appendix D of the Consent Decree) and at the request of the Prime, the Subconsultant shall assist the EPA in the collection of evidence to document work performed and costs expended by the Subconsultant or its subcontractors pursuant to this Agreement in order to aid cost recovery efforts by the United States. Such assistance shall include providing all requested assistance in the interpretation of evidence and costs and providing requested testimony. All such assistance provided by the Subconsultant or its subcontractors, requested by Prime, shall be considered extra work and shall entitle the Subconsultant to an equitable adjustment in compensation and other provisions of this Agreement that may be effected.
- 13.8 Subconsultant will supply a copy of the Consent Decree (Attachment D) to its subcontractors performing onsite services related to the Project. Subconsultant shall require that all such services be accomplished in compliance with the Consent Decree; and in compliance with the work plans, health and safety plan, and quality assurance project plan developed for the Project.
- 13.9 Strict compliance with the terms of this Agreement is essential. Deviation of any sort from the Agreement terms must be authorized formally in writing. No other authority for deviation from the Agreement will be recognized as proper and official.
- 13.10 No modification or amendment of the provisions hereof shall be effective unless in writing and signed by the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, from time to time, by mutual agreement.
- 13.11 The provisions, covenants and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors and assigns.
- 13.12 If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not effect any other provisions, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first set forth above.

Taylor Engineering, Inc.

Landau Associates, Inc.

Mark A. Aronson
Signature

Robert G. Fulton
Signature

Mark A. Aronson
Printed Name

Robert G. Fulton
Printed Name

7/31/89
Date

7/31/89
Date

LDB/sg
No. 124-01.10
26 July 1989

ATTACHMENT A
SUBCONSULTANT SCOPE OF SERVICES

ATTACHMENT A

COLBERT LANDFILL RD/RA SCOPE OF SERVICES

INTRODUCTION

This scope of services is for engineering services to be provided by Taylor Engineering, Inc. (hereinafter referred to as "Subconsultant") for the Colbert Landfill Remedial Design/Remedial Action Project. These services address Phase I Remedial Design, Phase I Remedial Action, and Phase II Remedial Design.

PHASE I DESIGN

Task Management & Work Plans

Subconsultant shall assist Landau Associates, Inc. (hereinafter referred to as "Prime") in task management and work plan preparation for Phase I Remedial Design including preparation of the Phase I Pilot Well 1 Plan and the Phase I Treatment and Discharge Plan.

Subconsultant shall prepare the portions of the Phase I Treatment and Discharge Plan that address pipelines, outfalls, and utilities. Subconsultant shall also assist Prime in preparation of the utility and pipeline sections of the Phase I Pilot Well Plan.

Property Access And Permitting

Subconsultant shall supply miscellaneous boundary and right of way surveying services and shall assist the Prime in developing an approach to permitting the necessary construction for the Pilot Study.

Phase I Pilot Study Design

Subconsultant shall assist in selecting final pilot study design parameters and facility locations. Subconsultant shall be responsible for design and layout of the site staging area and the two pilot treatment facilities.

Subconsultant shall prepare plans and specifications for the Phase I piping systems and utilities, including routing, easements, highway crossings, surveys, outfall requirements, and miscellaneous details (excluding electrical connection details). This item

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includes coordinating with railroads, the Washington Department of Transportation, shoreline management, and private owners. Subconsultant will assist with connection of the treatment facilities to the piping systems.

PILOT STUDY CONSTRUCTION

Subconsultant shall assist in the overall task management and shall provide construction staking, construction management, coordination, and inspection for the site staging area, two pilot treatment facilities, and Phase I piping and utilities. Subconsultant responsibility shall include selection and contracting with qualified and cost effective contractors for piping system and site facility construction. Subconsultant shall provide a full time inspector and construction manager for monitoring and testing of all piping construction and facilities preparation.

Subconsultant shall be responsible for clearing, grading, fencing, utilities (electrical and water), access roads, and the setup of the office and equipment trailers (staging area only) for the site staging area and treatment facilities.

Subconsultant shall survey elevations of existing and new wells and tie in any necessary features for the West, East, and South Systems. Surveying shall include 12 existing domestic wells, and up to 31 new monitoring and extraction wells at 15 locations.

PHASE II REMEDIAL DESIGN

Subconsultant shall assist Prime in task management, work plan preparation, and preparation of plans and specifications for Phase II Remedial Design, including the following deliverables:

- Phase II Extraction Well Plan;
- Phase II Treatment and Discharge Plan;
- Data Management Plan; and
- Phase II Plans and Specifications

Subconsultant shall prepare the sections of the Phase II Treatment and Discharge Plan that address utilities (excluding electrical connection details), pipelines, and outfalls. Subconsultant shall also assist Prime in preparation of the utility and pipeline portions of Phase II Extraction Well Plan, and the Data Management Plan.

Subconsultant shall prepare plans and specifications for pipelines, utilities (excluding electrical connection details), and outfalls; subconsultant shall prepare a cost estimate for construction,

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maintenance, and operation of these components. Subconsultant shall also assist in the preparation of the operation and maintenance plan.

REPORTS/MEETINGS

Subconsultant shall assist in monthly progress reports, and the Phase I Engineering Report.

Subconsultant shall attend all required meetings, provide data gathering assistance for local information, and investigate local agency regulatory requirements.

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ATTACHMENT B
SUBCONSULTANT COST SUMMARY

ATTACHMENT B

COLBERT LANDFILL RD/RA

COST SUMMARY^(a)

Based on Scope of Services defined in Article 3 and Compensation Provisions of Article 5 of Agreement for the period of 1989 through 1992.^(b)

1)	Subconsultant Labor at Direct Payroll Cost	\$ 61,661
2)	Subconsultant Overhead (161%)	\$ 99,274
3)	Direct Expenses ^(c)	\$ 9,739
4)	Equipment	\$ 3,756
5)	Subconsultant's Fee Estimate ^(d)	\$ 20,481

Maximum Total Amount	\$ 194,911
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SUMMARY BY TASK^(e)

I.	Overall Project Management	\$ 5,990
II.	Phase I Plans/Design	\$ 51,700
III.	Phase I Pilot Study Construction	\$ 48,423
IV.	Phase I Pilot Study Operation	N/A
V.	Phase I Data Evaluation	N/A
VI.	Reports	\$ 17,955
VII.	Phase II Work Plans	\$ 32,699
VIII.	Phase II Design, Plans and Specs	\$ 38,144

Total	\$ 194,911
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- a) The estimated cost budgets are based on the cost distribution spreadsheet (attached) and are subject to the assumptions and qualifications in the attached cost summary notes.
- b) Costs include an estimated 5% annual inflation factor for activities for 1990 through 1992.
- c) Includes rebillables and subcontractor costs. Major subcontractor costs (site preparation, grading, fencing, and pipelines) will be billed directly to Landau Associates without additional Fee to Subconsultant.
- d) Fee based on 12% of the sum of line items 1, 2, and 3.
- e) Line items are advisory only. Redistribution of the budget between tasks is permissible, provided the Maximum Total Amount is not exceeded.

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COST SUMMARY NOTES

I. Overall Project Management

- o Supply support services for project office including word processing/administrative services.

II. Phase I Plans/Design

- o Prepare the discharge and utilities sections of the Phase I Treatment and Discharge Work Plan, task coordination, administration, and communication.
- o Design of two treatment facilities.
- o Design of site staging area.
- o Provide piping and utilities system design and specifications. Estimated to include nine drawings for piping plans, electrical utility routing, highway crossings, and discharge points. Total of approximately 7,400 lineal feet of collection and discharge piping.
- o Miscellaneous boundary and right of way surveys.

III. Phase I Pilot Study Construction.

- o Elevation surveys for twelve existing domestic wells.
- o Select qualified and cost effective construction contractors.
- o Contract for piping and (treatment and staging) site facilities construction contractor(s). Payment to contractor(s) to be made by Prime (following Subconsultant approval of charges), except charges for site staging area utility hookups will be paid by Subconsultant.
- o Construction management, including staking and inspection for site facilities, pipelines, and utilities.
- o Coordinate site preparation, utility hookups, and fencing construction for up to three (treatment and staging) site facilities.

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- o Set up field office trailer, support trailer, and equipment trailer, including utility hookups; Prime to contact and pay delivery and lease charges for trailers.
- o Location and elevation survey for 31 new monitoring and extraction wells.
- o Piping system(s) testing.

IV. Phase I Pilot Study Operation

- o Not applicable at this time.

V. Phase I Data Evaluation

- o Not applicable at this time.

VI. Reports

- o Assist in progress reports and the Phase I Engineering Report.

VII. Phase II Work Plans

- o Prepare the discharge and utility sections of the Phase II Treatment and Discharge Work Plan (excluding electrical connection details).
- o Assist in preparation of the Phase II Extraction Well Plan, and Data Management Plan.

VIII. Phase II Design, Plans, and Specifications

- o Provide pipelines, outfall(s), and utilities system plans and specifications. Estimated to include about 10 drawings.
- o Assist in O & M plan preparation.
- o Provide cost estimate for pipelines, outfall(s), and utility systems.

COST DISTRIBUTION SPREADSHEET
TAYLOR ENGINEERING

80-97.01
COLBERT

00-97.01 COLBERT		DIRECT SALARY MAN DAYS						NONLABOR \$1,000					
TASK	SUBTASK	PRINC.	SENIOR	PROJECT	TECH 1	TECH 2	SUPPORT	TOTAL MAN DAYS	LABOR COST	REBILL.	EQUIPMENT	SUBCONT.	TOTAL
I. Overall Project Management								20.0	20.0	1.6	0.5	0.5	1.0
PHASE I													
II. Plans/Design		0.0	15.0	25.0	26.0	55.0	11.0	132.0	17.0	1.0	0.5	0.0	1.5
A. Task Management			4.0	4.0			8.0	16.0	2.1	1.0	0.5		1.5
B. Work Plans													
1. Preparation			2.0	7.0	7.0		1.0	17.0	2.6				0.0
2. Cnty/Agency Revisions			2.0	2.0	2.0			6.0	1.0				0.0
C. Pilot Study Final Design													
1. Site Facilities			0.5	1.0	4.0	6.0		11.5	1.4				0.0
2. Pilot Wells								0.0	0.0				0.0
3. Monitoring Wells			0.5	1.0		14.0		15.5	1.7				0.0
4. Collection Piping			1.0	1.0	2.0	2.0		6.0	0.8				0.0
5. Water Treatment								0.0	0.0				0.0
6. Water Discharge			2.0	5.0	8.0	25.0		40.0	4.8				0.0
7. Upper Aquifer Verif.								0.0	0.0				0.0
D. Authorizations													
1. Property Access			1.0	2.0	2.0	8.0	1.0	14.0	1.7				0.0
2. Pilot Study Permits			2.0	2.0	1.0		1.0	6.0	0.9				0.0
III. Pilot Study Construction		0.0	7.0	10.0	15.0	72.0	9.0	113.0	13.0	2.0	0.5	5.0	7.5
A. Task Management			4.0	4.0			8.0	16.0	2.1	1.0	0.5		1.5
B. Mobilization								0.0	0.0	1.0			1.0
C. Installation													
1. New Wells			0.5	1.0	1.0	14.0		16.5	1.8				0.0
2. Piping			2.0	4.0	4.0	50.0		60.0	6.6				0.0
3. Utilities/Office				0.5	5.0	4.0	1.0	10.5	1.2			5.0	5.0
4. Water Treatment			0.5	0.5	5.0	4.0		10.0	1.3				0.0
5. Air Monitoring								0.0	0.0				0.0
D. Ground Water Sampl/Analysis													
1. New Wells								0.0	0.0				0.0
2. Existing Wells								0.0	0.0				0.0

**COST DISTRIBUTION SPREADSHEET
TAYLOR ENGINEERING**

00-97.01
COLBERT

TASK	SUBTASK	DIRECT SALARY MAN DAYS						TOTAL MAN DAYS	LABOR COST	NONLABOR \$1,000			TOTAL
		PRINC.	SENIOR	PROJECT	TECH 1	TECH 2	SUPPORT			REBILL.	EQUIPMENT	SUBCONT.	
IV.	Pilot Study Operation	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	A. Task Management							0.0	0.0				0.0
	B. Aquifer Test							0.0	0.0				0.0
	C. Water Treatment							0.0	0.0				0.0
	1. Pilot Plant							0.0	0.0				0.0
	2. Water Sampling/Anal.							0.0	0.0				0.0
	D. Air Monitoring (east only)							0.0	0.0				0.0
	1. Meteorologic							0.0	0.0				0.0
	2. Air Emissions							0.0	0.0				0.0
V.	Data Evaluation	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	A. Geohydrology/Water Quality							0.0	0.0				0.0
	B. Water Treatment							0.0	0.0				0.0
	C. Air Quality/Modeling							0.0	0.0				0.0
VI.	Reports	0.0	14.0	14.0	0.0	0.0	3.0	31.0	5.4	0.0	0.5	0.0	0.5
	A. Progress Reports		6.0	9.0			2.0	17.0	2.8				0.0
	B. Phase I Engineering Report												
	1. Geohydrology							0.0	0.0				0.0
	2. Water Treatment		0.0	5.0			1.0	14.0	2.5		0.5		0.5
	3. Air Quality							0.0	0.0				0.0

COST DISTRIBUTION SPREADSHEET
TAYLOR ENGINEERING

00-97.01
COLBERT

00-97.01 COLBERT		DIRECT SALARY MAN DAYS						NONLABOR \$1,000					
TASK	SUBTASK	PRINC.	SENIOR	PROJECT	TECH 1	TECH 2	SUPPORT	TOTAL MAN DAYS	LABOR COST	REBILL.	EQUIPMENT	SUBCONTR.	TOTAL
PHASE II													
VII.	Work Plans	0.0	17.0	19.0	20.0	2.0	5.0	63.0	9.8	0.0	1.0	0.0	1.0
	A. Task Management		2.0	2.0			1.0	5.0	0.8		1.0		1.0
	B. Update Apporp. Phase I Plans							0.0	0.0				0.0
	C. Additional Work Plans												
	1. Extraction Well		7.0	5.0	3.0		4.0	19.0	3.0				0.0
	2. Treatment & Discharge (incl. energy recovery)		6.0	10.0	15.0			31.0	4.9				0.0
	3. Data Management		2.0	2.0	2.0	2.0		8.0	1.2				0.0
VIII.	Design, Plans, and Specs	0.0	12.0	17.0	15.0	32.0	8.0	84.0	11.1	1.0	0.5	0.0	1.5
	A. Task Management		4.0	4.0			8.0	16.0	2.1	1.0	0.5		1.5
	B. Facilities												
	1. Wells (Extr. & Monitor.)							0.0	0.0				0.0
	2. Piping/Discharge		2.0	7.0	10.0	30.0		49.0	5.9				0.0
	3. Energy Recovery		2.0	4.0	5.0	2.0		13.0	1.9				0.0
	4. Water/Air Treatment							0.0	0.0				0.0
	C. O & B Plan		4.0	2.0				6.0	1.1				0.0
	D. Design Review							0.0	0.0				0.0
TOTAL		0	45	85	76	161	56	443	57.9	4.5	3.5	5	13.0

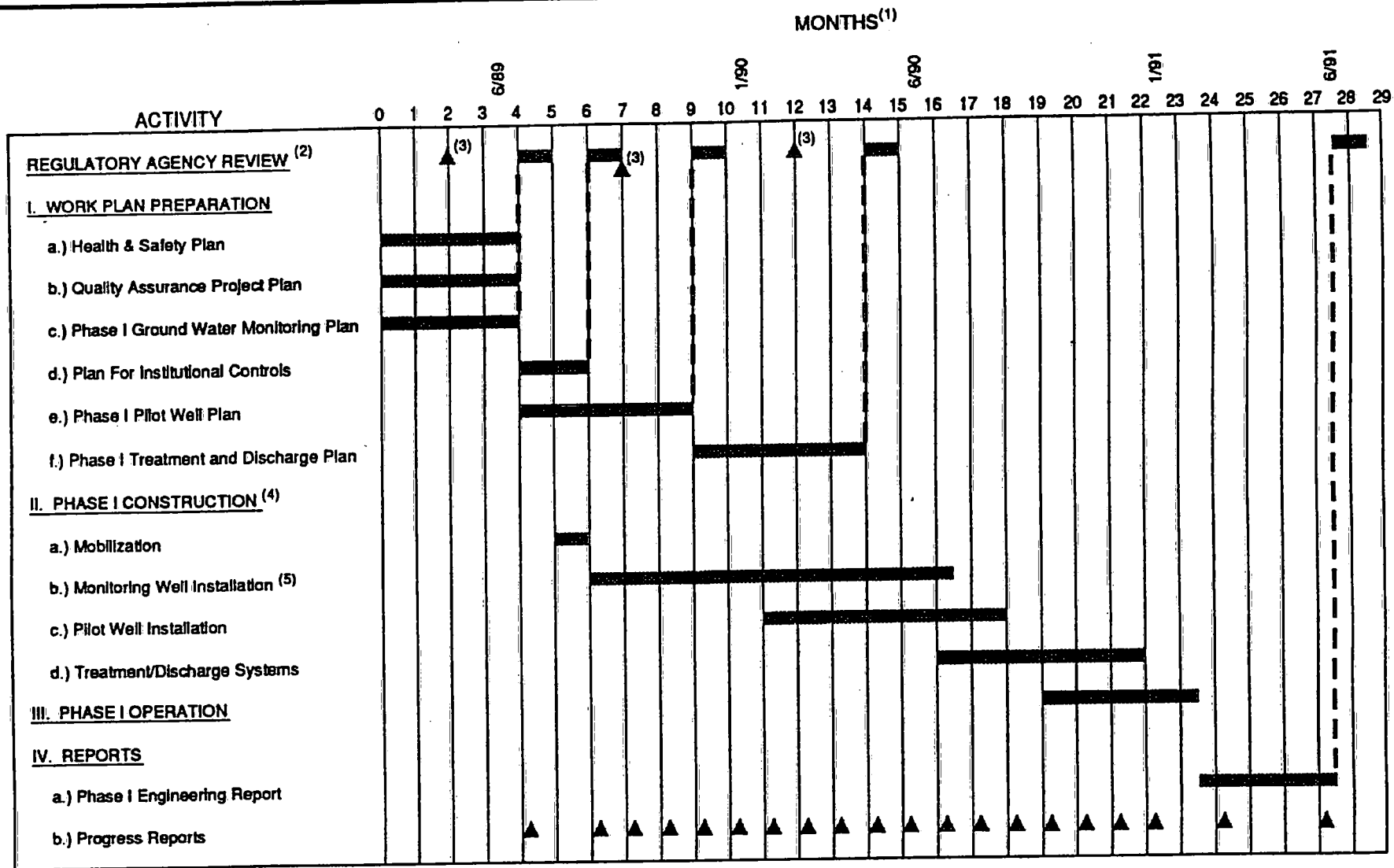
1989 Average rate (\$/Man Day)

--- 280 165 135 100 80

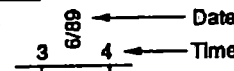
ATTACHMENT C

COLBERT LANDFILL RD/RA
ESTIMATED SCHEDULE

PHASE I AND PHASE II ACTIVITIES

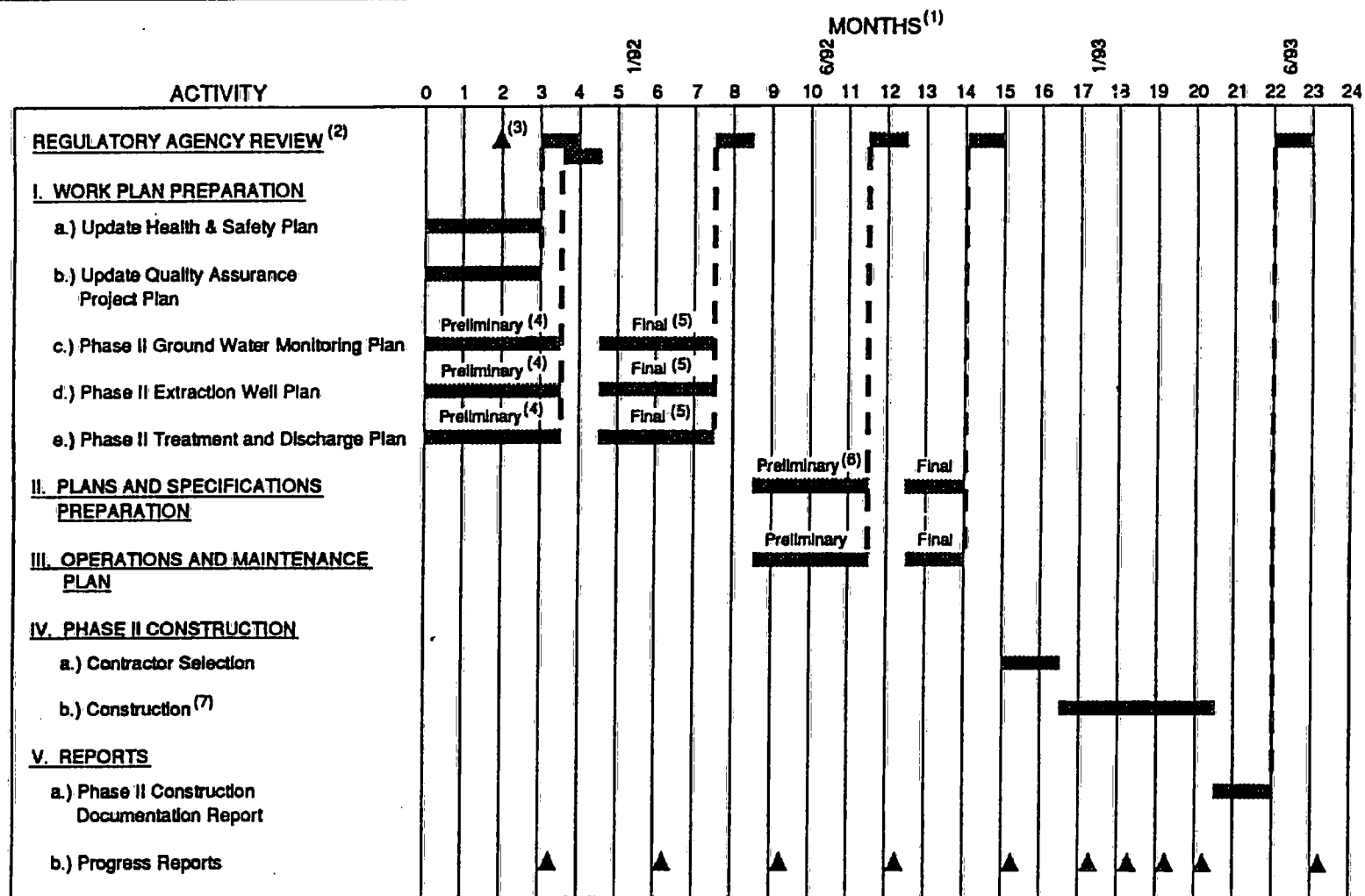


Notes:

- 1.) 
- 2.) Estimated Schedule. Schedule dependent on actual Agency review period.
- 3.) County-Agency technical session at 50% completion of work plans.
- 4.) Phase I Construction initiated 30 days following agency approval of Work Plans i. a.), i. b.), and i. c.).
- 5.) Estimated time. Actual time will depend on drilling method.

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**Estimated Schedule
Phase I Activities**



Notes:

- 1.)
- 2.) Estimated Schedule. Schedule dependent on actual agency review period.
- 3.) County-Agency technical session at 50% completion of preliminary work plans.
- 4.) Represents 30% Design Submittal.
- 5.) Represents 60% Design Submittal.
- 6.) Represents 90% Design Submittal.
- 7.) Preliminary estimate, construction schedule will be submitted with Plans and Specifications.

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Estimated Schedule
Phase II Activities

ATTACHMENT D
COLBERT LANDFILL CONSENT DECREE

1
2 RECEIVED

3 JAN - 9 1989

4 U.S. DISTRICT COURT
5 SPOKANE, WASHINGTON

6
7
8 UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF WASHINGTON

10 THE STATE OF WASHINGTON,
11 DEPARTMENT OF ECOLOGY
12 AND THE UNITED STATES OF
13 AMERICA ON BEHALF OF THE
14 U.S. ENVIRONMENTAL PROTECTION
15 AGENCY,

16 Plaintiffs,

17 v.

18 COUNTY OF SPOKANE AND
19 KEY TRONIC CORPORATION,

20 Defendants.

C-89-033-RJM
NO.

CONSENT DECREE

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24 "Colbert Landfill Consent Decree has not been included in Landau
25 Associates' copy of this Agreement. See Landau Associates'
26 Agreement with Spokane County for copy of the Consent Decree."

**SUBCONSULTING AGREEMENT BETWEEN
SVERDRUP CORPORATION AND
LANDAU ASSOCIATES, INCORPORATED**

This Agreement is made this 16 day of March 1992 by and between Landau Associates, Inc. ("Prime") and Sverdrup Corporation ("Subconsultant").

WITNESSETH

WHEREAS, Prime has entered into a Contract with Spokane County, Washington ("Client") to provide engineering, consulting, and construction services for the Colbert Landfill Remedial Design/Remedial Action ("Project");

WHEREAS, Subconsultant represents that it has the expertise, knowledge, ability and is qualified to render certain professional services;

WHEREAS, Prime desires to employ Subconsultant to render certain professional services in connection with or related to the Project;

WHEREAS, Subconsultant will provide such professional services under the terms and conditions contained herein;

NOW, THEREFORE, in consideration of these premises and of the mutual promises, covenants and agreement contained herein, the parties agree as follows:

ARTICLE 1 - CONTRACT DOCUMENTS

- 1.1 This Agreement includes and incorporates Articles 1-13, Attachment 1 - Scope of Services, Attachment 2 - Cost Summary, and Attachment 3 - Estimated Schedule.

ARTICLE 2 - ENGAGEMENT OF SUBCONSULTANT

- 2.1 Prime engages Subconsultant to perform for or furnish to Prime the services set forth in Article 3 of this Agreement, and Subconsultant agrees to perform or furnish such services for the compensation set forth in Article 5 of this Agreement. Subconsultant shall perform or furnish all services hereunder as Prime's independent Subconsultant for the Project. Subconsultant shall be responsible for the means and methods used in performing or furnishing all services under this Agreement and shall be responsible for supervising and controlling Subconsultant's employees and its subcontractors.

- 2.2 Subconsultant acknowledges it is an independent contractor and will at all times act as such in performing services under this Agreement. Nothing in this Agreement shall be deemed to constitute Subconsultant or any of its employees as the agent, representative or employee of Prime nor create a joint venture between the parties.
- 2.3 The term "services" shall include all professional consultation; work, labor, tools, materials, equipment, supplies, and transportation; ~~supervisor of installation, fabrication, and construction; testing;~~ management; and other activities required to properly complete Subconsultant's responsibilities, including any part thereof in accordance with this Agreement. *LB 3/13/92 Rep 3/11/92*
- 2.4 Prime acknowledges certain portions of Subconsultant's work may be subcontracted to others. Subconsultant shall be fully responsible for the performance of all its subcontractors. Each subcontract, and a cost summary thereof, will be submitted by Subconsultant for review by the Prime prior to the Subconsultant proceeding with the services set forth therein. Subconsultant agrees not to use any subcontractors deemed unacceptable by Prime.
- 2.5 Subconsultant shall, and shall require its subcontractors to, utilize the same personnel to the maximum extent possible for related tasks and activities to provide continuity in the timely completion of this Project.
- 2.6 Prime shall be the coordinator of Subconsultant's services with Client and any other independent professional associates, subconsultants and contractors engaged by Prime for the Project. All of Subconsultant's communications with Client or Prime's other independent professional associates, subconsultants and contractors will be through Prime, unless direct communication is authorized by Prime.
- 2.7 All instruments of services (including, but not limited to drawings, specifications, test reports, designs, estimates, and other data or project documents) prepared or furnished by Subconsultant under this Agreement shall be submitted to Prime for approval. All instruments of service, together with necessary supporting documents, shall be delivered to Prime for submittal to Client in a timely manner. When appropriate, instruments of service shall be professionally sealed by personnel registered in the state where Project is located, and as required by law or by Client or by Prime.
- 2.8 Subconsultant hereby agrees to produce instruments of service in a form and format that is consistent with the accepted practice in the field of engineering and mutually agreed to with the Prime.
- 2.9 Prime will furnish to Subconsultant, as received by Prime, criteria, design information, data and documents pertinent to Subconsultant's Scope of Service hereunder.
- 2.10 Subconsultant shall comply with all applicable requirements of federal, state and local authorities with respect to health, safety, environmental protection, quality assurance and quality control. All services of Subconsultant shall be performed in compliance with Attachment 4, and all appendices thereof, including but not limited to, all work plans and schedules.
- 2.11 If Subconsultant becomes insolvent or commences a voluntary petition or has a petition filed against Subconsultant under any federal or state bankruptcy or insolvency law, or makes a general assignment for the benefit of creditors, or if a trustee or receiver is appointed to take charge of or administer Subconsultant's property for the benefit of

any creditor or creditors, or if Subconsultant fails to perform Subconsultant's services in accordance with the Contract Documents or disregards applicable laws or regulations or otherwise violates in a substantial way any provision of this Agreement, Prime may, without prejudice to any other right or remedy and without liability to Subconsultant, elect to terminate this Agreement and finish Subconsultant's services in any way Prime deems expedient, including taking possession of and using all Subconsultant's tools, machinery, and equipment at the site of the Project for which Prime has paid Subconsultant and incorporating into the Project all supplies and materials located at the site or supplies and materials stored elsewhere for which Prime has paid Subconsultant. In such event Subconsultant shall be liable to Prime for all direct, indirect, and consequential costs of completing Subconsultant's services less any sums paid to Prime by Client for the completion of said services. In such event, Subconsultant shall be liable to Prime for all direct costs, including Prime's own project charges and outside services necessary for completing said services, to the extent of the fee paid to Subconsultant, and consequential proportional costs of fines and penalties resulting from Subconsultant's failure to complete services for which Subconsultant is responsible, less any sums paid to Prime by Client.

ARTICLE 3 - DESCRIPTION OF SERVICES

- 3.1 Upon receipt of written authorization to proceed from Prime, Subconsultant shall perform for or furnish to Prime the services described in Attachment 1, Scope of Services, attached hereto and made a part hereof, within the schedule provided in said Attachment 1.
- 3.2 Subconsultant shall perform or furnish all services hereunder in accordance with the Contract Documents, in a good and workmanlike manner, in compliance with all applicable federal, state and local laws, statutes, codes, rules, regulations, orders, guidance and ordinances.
- 3.3 Subconsultant shall pay all sales, consumer, use and other similar taxes required to be paid by Subconsultant in accordance with all laws and regulations applicable to the Project and Subconsultant's services herewith.
- 3.4 If Client makes any change in the Prime Agreement pertinent to Subconsultant's Scope of Services under this Agreement, including any additions, deletions or revisions in Prime's services, this Agreement shall be automatically changed in an equivalent manner upon written notice of specific changes which take effect. Prime may at any time and from time to time make changes, additions, revisions, or deletions in the scope of Subconsultant's services under this Agreement. Prime will issue a written Amendment authorizing and directing Subconsultant to proceed on the basis of such change, addition, deletion or revision. Upon receipt of such Amendment, Subconsultant shall proceed to perform on the basis of such authorized change, addition, deletion or revision. If any such Amendment causes an increase or decrease in Subconsultant's compensation or an extension or shortening of Subconsultant's time to complete performance, an equitable adjustment will be negotiated between Prime and Subconsultant.

- 3.5 Oral changes are permitted and will be of no force or effect. Subconsultant shall not be entitled to an increase in compensation or an extension of time with respect to any services performed that are not required by the Contract Documents or authorized in writing by a written Amendment as provided in paragraph 3.4 above, except in the case of emergency as provided in paragraph 13.2 below.

ARTICLE 4 - PERIOD OF PERFORMANCE

- 4.1 This Agreement shall be effective from its date of execution by Prime until completion of the Scope of Services.
- 4.2 Prime will authorize the commencement of Subconsultant's services by written notice to proceed.
- 4.3 Prime shall have the right to review and examine Subconsultant's work and products at any time with 7 days notice. Subconsultant will submit progress reports to accompany monthly invoices; progress reports shall summarize work accomplished, work planned, and any problems/corrective action.

ARTICLE 5 - COMPENSATION

- 5.1 For services satisfactorily performed and identified in Attachment 1, Prime will pay Subconsultant on a cost plus fixed fee basis with costs defined as direct payroll, overhead, direct expenses, and equipment charges, as described below. A maximum total amount has been established as \$161,651, which shall not be exceeded without a written amendment to this Agreement. The maximum total amount consists of a total estimated cost of \$145,842, as further detailed in Attachment 2, and a fixed fee of \$15,809. In the event that the scope of services defined in Attachment 1 are increased or that the period of service extends beyond that defined in Article 8.1, the total estimated cost and fixed fee shall be renegotiated to reflect the associated changes; any renegotiated increase in the fixed fee shall be in relation to the increased cost. In the event that additional tasks outside those identified in the original scope of service (Attachment 1) are required, the compensation structure for the new tasks will be identified in the amendment authorizing the additional work.
- 5.2 Subconsultant agrees to furnish the services defined by this Agreement within the total estimated cost as detailed in Attachment 2. Subconsultant shall be reimbursed for all its costs incurred in furnishing the defined services whether the costs are more or less than the amounts defined herein, subject to the conditions set forth below:
- 5.2.1 If at any time Subconsultant has reason to believe that the total estimated cost, subject to the detail of Attachment 2, will be greater than or substantially less than the then total estimated cost, Subconsultant shall notify Prime and provide a revised estimate of costs in writing.
- 5.2.2 Upon mutual agreement between prime and Subconsultant, should the revised estimated cost exceed the then total estimated cost, this Agreement shall either be amended to cover the increased cost or the Scope of Services shall be reduced to stay within the maximum total estimated cost.

- 5.3 Direct Payroll Cost is the sum of the direct salaries or wages paid to the employees of the Subconsultant for work directly performed pursuant to this Agreement, exclusive of all payroll related taxes, payments, bonuses, premiums, and benefits. Direct Payroll Cost shall not include a premium for personnel overtime. The Direct Payroll Cost, as summarized in Attachment 2, is estimated to be \$50,476.
- 5.4 Overhead is the total overhead cost applicable to the services performed by the Subconsultant pursuant to this Agreement. A negotiated overhead of one hundred sixty one percent (161%) of the Direct Payroll Cost shall be utilized to determine overhead compensation to Subconsultant, for the term of this Agreement, by the Prime for all services described in Attachment 1, and subsequent amendments thereto.
- 5.5 Direct Expenses include all reasonable and necessary expenses incurred by Subconsultant in performing the services pursuant to this Agreement, other than the Direct Payroll Cost and Overhead. Direct Expenses shall include but are not limited to, reimbursables for project purchases, travel, communications, equipment rental, printing, and subcontractor costs. No separate handling charge shall be applied to the Direct Expenses.
- 5.6 Equipment charges include the use of Subconsultant owned equipment (survey equipment, reproduction equipment, engineering computer, etc.) for the direct benefit of the Project. Charges for such equipment use shall be at Subconsultant's standard unit rates.
- 5.7 The Fixed Fee amount is established to be \$15,809, and represents full compensation for profit and business costs not included as Overhead. The dollar amount of Fixed Fee to be paid is included in the Maximum Total Amount (Article 5.1). The Fixed Fee shall not be increased or decreased, except in the case of a formal amendment to this Agreement. In the event work is terminated prior the completion of the scope of services identified in Attachment 1, the amount of Fixed Fee paid to Subconsultant shall be prorated according to that percent of the total scope of services satisfactorily completed up to the date of termination.

ARTICLE 6 - TERMS OF PAYMENT

- 6.1 Subconsultant shall submit invoices monthly for services rendered. Invoices shall include Subconsultant's costs incurred during the billing period plus a portion of the fixed fee based on a reasonable estimate of the percentage of Subconsultant's work completed. Invoices shall be in a form acceptable to Prime.
- 6.2 Payment to Subconsultant shall be made by Prime within 10 working days after payment for the corresponding Subconsultant invoice has been received from Client; except that no payment will be made by Prime to Subconsultant until the certificates of insurance required under Article 10 have been received by Prime. Payment shall constitute full compensation for services rendered for all supervision, labor, supplies, materials, equipment or use thereof, business overhead costs, Subconsultant's subcontractors, profit, and all other incidentals necessary to complete the scope of services under this Agreement.

- 6.3 Subconsultant shall be responsible to pay or see to the payment of any monies due any of Subconsultant's independent professional associates, consultants, subcontractors, or suppliers. Nothing in this Agreement or any other contract shall create any obligation on the part of Prime or Client to pay or see to such payment if Subconsultant has received payment thereof from Prime. In the event that Prime or Owner must pay or otherwise settle any claim or lien of a subcontractor or supplier to Subconsultant, Prime may at any time deduct the amount to be paid, together with costs and attorney's fees, from amounts still due Subconsultant. Subconsultant agrees to reimburse Prime and Owner for any excess amounts.
- 6.4 Subconsultant shall, and shall require its subcontractors to, keep complete and accurate financial records, in accordance with generally accepted accounting practices, with respect to all time expended, salaries paid, and all other reimbursable costs and expenses for purposes of audit. These records shall be retained and made available for inspection by any authorized representative of Prime, Client, or state or federal government for a period of six (6) years after expiration or termination of this Agreement. At the end of the six (6) year period, Prime shall be notified by Subconsultant of the intent of Subconsultant or any subcontractor to destroy or discard such records, in order to allow Prime or Client the opportunity to take possession of such records before they are destroyed.
- 6.5 Subconsultant shall permit Prime or Client, from time to time as Prime or Client deems necessary (including after the expiration or termination of this Agreement), to inspect and audit, at any reasonable times at Subconsultant's or its subcontractor's offices, all pertinent books and records of Subconsultant and any subcontractors or other person or entity that has performed services or work in connection with or related to Subconsultant's services under this Agreement, to verify the accuracy of accounting records. Subconsultant shall supply Prime or Client with, or shall permit Prime or Client to make, a copy of any books and records and any portion thereof requested. Subconsultant shall require that such inspection, audit, or copying right of Prime or Client is a condition of any subcontract, agreement, or other arrangement under which any other person or entity is permitted to perform work in connection with or related to Subconsultant's services under this Agreement.

ARTICLE 7 - TERMINATION OF AGREEMENT

- 7.1 Prime may terminate this Agreement or any Amendment thereto in the event of termination of Prime Contract by Client or if Subconsultant fails to materially perform its obligations as described in this Agreement, and such failure has not been corrected by Subconsultant within seven (7) days after notice of same by Prime.
- 7.2 Prime may terminate this Agreement for any reason other than as recited in paragraph 7.1, by providing written notice to Subconsultant at least seven (7) days prior to the termination date. In such event, Prime shall pay Subconsultant in accordance with Article 5, Compensation, for satisfactory performance previously authorized and performed, including termination activities before the termination date.
- 7.3 Nothing herein shall be construed to limit the parties' remedies for material breach of contract. Prime is not obligated to pay any fees or expenses which specifically involve negligent acts or omissions by Subconsultant or its subcontractors.

ARTICLE 8 - RESPONSIBILITY

- 8.1 Subconsultant recognizes that the services of Prime and others involved in the Project are dependent upon the timely performance of Subconsultant's services hereunder. Subconsultant shall complete its services within the specific periods of time defined in Attachment 3 hereof.
- 8.2 All services to be provided by Subconsultant under this Agreement shall be performed in accordance with the generally-accepted standards of professional practice. Subconsultant shall bear all responsibility for the adequacy and accuracy of services rendered and documents prepared by Subconsultant and/or its subcontractor(s) pursuant to this Agreement, notwithstanding any Prime and/or Client review, payment for, or approval of any work performed or services rendered. Subconsultant's obligations under this paragraph shall continue after the termination or expiration of this Agreement for as long as Subconsultant is obligated as defined by law.
- 8.3 Subconsultant shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, and other services furnished by or on behalf of Subconsultant under this Agreement or any amendments thereto. Subconsultant, without additional compensation, shall correct or revise any errors or omissions in the designs, drawings, and/or other Subconsultant services immediately upon notification by Prime.
- 8.4 Nothing herein shall be construed to limit the parties' remedies for material breach of contract. Prime is not obligated to pay any fees or expenses which specifically involve negligent acts or omissions by the Subconsultant and/or its subcontractors.

ARTICLE 9 - LEGAL RELATIONS

- 9.1 Neither party shall commence or prosecute any suit, proceeding, or claim to enforce the provisions of this Agreement, to recover damages for breach of or default in this Agreement, or otherwise arising under or by reason of this Agreement, other than in the courts of the State of Washington or the District Court of the United States, Eastern District, State of Washington. Both parties hereby irrevocably consent to the jurisdiction of the courts of the State of Washington with venue laid in Spokane County, and of the District Court of the United States, Eastern District, State of Washington.
- 9.2 Subconsultant agrees to indemnify and hold harmless Prime and Client, their officers, agents, servants and employees from and against any claim, suit, action, or liability, including expenses incident thereto (each, a "Subconsultant indemnified claim or liability") arising from, but not limited to, bodily injury or death (including bodily injury or death to employees of Subconsultant or its subcontractors), or physical damage to, or loss of use of, property, arising from the negligent performance of activities under this Agreement of Subconsultant, its subcontractors, or their respective directors, officers, agents, servants or employees.
- 9.3 Any and all employees of Subconsultant, while engaged in the performance of any services required of Subconsultant under this Agreement, shall be considered employees of Subconsultant and not of Prime or Client, and any and all claims made by any third party as a consequence, in whole or in part, of any negligent act or omission on the part of Subconsultant's employees, or other companies or persons while so engaged by

Subconsultant in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Subconsultant.

- 9.4 The indemnification provided for in this Article 9, with respect to any negligent acts or omissions, to the extent caused by the Subconsultant, shall survive any termination or expiration of this Agreement.
- 9.5 This Agreement or any Amendment thereto does not constitute Subconsultant as the agent or legal representative of Prime or Client for any purpose whatsoever. Subconsultant is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of, or in the name of, Prime or Client or to bind Prime or Client in any manner or thing whatsoever.
- 9.6 Rights under this Agreement are cumulative; the failure to exercise on any occasion any right shall not operate to forfeit such right on another occasion. The use of one remedy shall not be taken to exclude or waive the right to use another.

ARTICLE 10 - INSURANCE

- 10.1 Subconsultant shall, at its own expense, procure and maintain in full force and effect during the term of this Agreement, a policy of professional liability insurance providing coverage of at least \$1,000,000 against professional liability for errors and omissions in connection with the professional engineering services to be performed by Subconsultant under this Agreement. Subconsultant shall furnish evidence of such insurance to Prime in such forms and at such times as Prime shall reasonably require. Subconsultant shall maintain such professional liability coverage for a period of at least three (3) years after the termination of this Agreement, or any supplement thereto.
- 10.2 Prior to undertaking any services under this Agreement, Subconsultant, at its own expense, shall obtain and file with Prime evidence of a policy of general comprehensive and vehicle liability insurance, which policies (1) shall be subject to approval by Prime as to company, form and coverage; (2) must fully protect Prime and Client from claims and risks in connection with activities by Subconsultant by virtue of this Agreement; and (3) shall name Prime and Client as additional insured. Such policy shall cover at least the following:
- Comprehensive General Liability Insurance - \$1,000,000 per occurrence, combined single limit.
 - Comprehensive Automobile and Vehicle Liability Insurance - \$1,000,000 per occurrence, combined single limit (including all onsite and offsite operations; all owned, non-owned, leased or hired vehicles).
- These insurance amounts and evidence of coverage shall also be required of all Subconsultant's subcontractors performing site activities.
- 10.3 The general comprehensive and vehicle liability insurance policies, and subsequent renewals, must be maintained in full force and effect at no expense to Prime or Client throughout the entire term of the Agreement and any Amendment thereto. The respective insurance policies shall state that coverage will not be canceled, suspended, or reduced in coverage or in minimal limits except after thirty (30) days written notice by certified mail has been given to Prime and Client.

- 10.4 Subconsultant shall maintain worker's compensation coverage as required by the Washington State Worker's Compensation Act.

ARTICLE 11 - CONFIDENTIAL INFORMATION

- 11.1 Subconsultant shall not disclose or permit disclosure of information obtained or prepared by Subconsultant under this Agreement without the prior written approval of Prime. No news releases or public statements with respect to the subject matter of this Agreement or Project shall be made by Subconsultant without first having obtained prior written approval by Prime.

ARTICLE 12 - COMPLIANCE WITH LAWS

- 12.1 Subconsultant shall perform and comply with all applicable laws of the United States and the State of Washington; the laws and ordinances of local agencies, including the ordinances of Spokane County, and rules, regulations, orders, and directives of their administrative agencies and officers thereof.
- 12.2 Subconsultant shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof to do business in the State of Washington; except for any permits and licenses required of Prime or Client for construction or operation of the Project.
- 12.3 During the performance of this Agreement, Subconsultant agrees not to discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, age, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Subconsultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, age, national origin, or the presence of any sensory, mental or physical handicap.
- 12.4 In the event that Prime, as a result of Client's grant or funding requirements or other reasons, subsequently requires that Subconsultant meet the above goals, Prime shall negotiate with Subconsultant an equitable adjustment in compensation and terms of performance necessitated by Subconsultant's compliance with said goals.
- 12.5 Subconsultant and its subcontractors shall adhere to the State of Washington Revenue Policy Memorandum No. 89-1, Hazardous Waste Cleanup, with respect to the taxability of services performed under this Agreement. The policy memo addresses State Sales Tax and Business and Occupation (B&O) Tax for work done at hazardous waste cleanup sites.

ARTICLE 13 - SPECIAL STIPULATION

- 13.1 The services under this Agreement shall at all times be subject to the general review and approval of Prime. Subconsultant shall, periodically, during the progress of the work, confer with Prime, and shall prepare and present such information and materials as may be pertinent, necessary, or as may be requested by Prime to determine the adequacy of the services.
- 13.2 In emergencies affecting the health, safety, or protection of persons, property, or the environment, Subconsultant, without special instruction or authorization from Prime, is obligated to act to prevent threatened damage, injury, or loss. Subconsultant shall give Prime prompt written notice if Subconsultant believes that any significant changes in Subconsultant's services hereunder, or variations from the Contract Documents, have been caused thereby. If Prime determines that a change in the Contract Documents is required because of the action taken in response to an emergency, an Amendment will be issued to document the consequences of the changes or variations.
- 13.3 Subconsultant shall not knowingly engage on a full or part time basis, or other basis during the period of the Agreement, any professional or technical personnel who are or have been at any time during the period of the Agreement in the employ of Prime or Client, except retired employees, without the written consent of Prime and Client.
- 13.4 Subconsultant represents that the services furnished under this Agreement will be in accordance with generally accepted professional practices. Any estimate of cost of equipment, construction, ownership or operation furnished by Subconsultant shall be Subconsultant's opinion based upon its professional judgment and experience.
- 13.5 All technical drawings, plans, prints, specifications, field notes and other related technical documents prepared or obtained by Subconsultant and its subcontractors in connection with the provision of services under this Agreement are and shall be Prime's property, and such material shall be delivered to Prime upon request. Subconsultant shall retain the original of all records, reports, documents and underlying data generated by Subconsultant, for a period of ten (10) years after expiration or termination of this Agreement; and Subconsultant shall also obtain these materials from its subcontractors to meet this same requirement on behalf of Client. Reuse by Subconsultant or its subcontractors of any materials received or prepared for the Project is prohibited without Prime's written consent. Subconsultant agrees to indemnify and hold harmless Prime and Client from all claims, damages, or fees arising out of such unauthorized use of these materials by Subconsultant.
- 13.6 By signing this Agreement, Subconsultant acknowledges receipt of a copy of the Project Consent Decree.
- 13.7 Subconsultant shall perform its Scope of Services in a manner consistent with the Project Consent Decree so that Client can comply with Section V of the Consent Decree.
- 13.8 At the request of Prime, Subconsultant shall assist the EPA in the collection of evidence to document work performed and costs expended by Subconsultant or its subcontractors pursuant to this Agreement in order to aid cost recovery efforts by the United States. Such assistance shall include providing all requested assistance in the interpretation of evidence and costs and providing requested testimony. All such assistance provided by Subconsultant or its subcontractors, as requested by Prime, shall


be considered extra work and shall entitle Subconsultant to an equitable adjustment in compensation and other provisions of this Agreement that may be effected.

- 13.9 Subconsultant will supply a copy of the Project Consent Decree to its subcontractors performing onsite services related to the Project. Subconsultant shall require that all such services be accomplished in compliance with the Consent Decree; and in compliance with any work plans, health and safety plan, and quality assurance project plan developed for the Project.
- 13.10 Strict compliance with the terms of this Agreement is essential. Deviation of any sort from the terms of this Agreement must be authorized in writing. No other authority for deviation from the Agreement will be recognized as proper and official.
- 13.11 No modification or amendment of the provisions hereof shall be effective unless in writing and signed by the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, from time to time, by mutual agreement.
- 13.12 The provisions, covenants and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors and assigns.
- 13.13 If any of the provisions contained in this Agreement are held, for any reason, to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability will not effect any other provisions, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 13.14 To the extent any provision of the aforementioned attachments is inconsistent with the standard terms and conditions of this Agreement, then such provisions of the Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first set forth above.

Sverdrup Corporation

Landau Associates, Inc.


Signature


Signature

Robert L. Robbins
Printed Name

Lawrence D. Beard
Printed Name

Mar. 11, 1992
Date

Mar. 16, 1992
Date

LDB/sms
No. 124-01.70

COLBERT LANDFILL SUPERFUND PROJECT
SCOPE OF SERVICES

I. PROJECT UNDERSTANDING

A. Problem

Colbert Landfill, located about 10 miles north of Spokane, in Spokane County, Washington has been declared a Superfund site by the U.S. Environmental Protection Agency, and requires remedial action to treat contaminated groundwater on the site. The landfill is inactive, but leachates from the landfill have contaminated two aquifers in the area, and the contamination now covers approximately 2.5 square miles. The contamination is from chlorinated solvents, predominantly methylene chloride and 1,1,1, trichloroethane, disposed of at the site from 1975 to 1980. The landfill was placed on the U.S. Environmental Protection Agency (EPA) National Priority List in 1983.

B. Solution

In 1987 a remedial investigation/feasibility study was completed by Landau Associates and as a result of the study, a pump-and-treat system was recommended to clean up the contaminated groundwater. The pump-and-treat system will provide a groundwater extraction rate of 1,500 to 2,000 gallons per minute, and will consist of three multiple well groundwater extraction systems and an air stripping treatment system. To support the groundwater wells and air stripper treatment system, a moderate-sized building (approximately 5,000 square feet and 12 foot eave height) with associated HVAC and electrical systems is required. The groundwater pumps also require electrical power, and an integrated control system will be required for the pumping and air stripper system.

II. ENGINEERING SERVICES

A. Services by Prime (Landau Associates)

Prime was retained by Spokane County to design the remedial system to remove the contaminants from the groundwater. Prime will take the lead in preparation of the plans and specifications for

the project. Prime will be responsible for the process system design, including:

1. Chemical Engineering design of contaminant treatment system.
2. Performance specifications for the air stripping system.
3. Compilation of construction plans and specifications, and preparation of General Conditions/Division One specifications.
4. Mechanical Engineering design of all piping, pumps, tanks, groundwater extraction system and components, water chemical treatment systems, and other related mechanical systems.
5. Process Instrumentation and Control Diagrams (P & I.D.) for design of control system by Subconsultant.
6. Specifications and drawings for procurement of pre-engineered building for treatment facility.
7. Survey of site and preparation of background drawing for use by Subconsultant.

B. Services by Subconsultant (Sverdrup Corporation)

1. Electrical Engineering Services

Subconsultant services for electrical engineering are required for all facilities, except as provided in the specification for the air stripper tower. Included in the electrical design are main power supply from local power grid and power systems for the groundwater extraction systems, building and associated equipment, lighting for the building and yard areas, controls and instrumentation design, instrumentation device selection, electrical feeder to office trailer located adjacent to treatment building, and telephone, security and fire detection systems. Subconsultant will review electrical components of air stripping tower specification for congruency with overall electrical design.

The electrical services provided by subconsultant shall consist of a power distribution system for the 2-1/2 square-mile site and the treatment building. Subconsultant will prepare a site one-line diagram and a grounding plan. The yard lighting system and the power distribution for three multiwell groundwater extraction systems will be shown on the site plans. Location of the wells and magnetic media CADD files for background site plans are to be provided by Prime.

Power and lighting systems will be designed for the treatment building. Subconsultant will provide power and lighting plans, building one-line and circuit schedules and an equipment room layout based on preliminary design received from Prime. The design effort will include the necessary elementary and schematic diagrams for HVAC and lighting control systems. Power to the air stripping system and the chemical feed systems, provided by others, will be included.

An instrument and control center will be provided in the equipment building. Level controls for the groundwater extraction system and other instrumentation to be defined by Prime per developed P & ID's will be integrated into the Control Center. Schematics, interconnection diagrams, and control panel layouts will be prepared by Subconsultant. An instrument site plan will be prepared showing the location of instruments on the site and their interconnection.

2. Mechanical Engineering Services

Subconsultant services for Mechanical Engineering are limited to the design of the HVAC systems and related details for the treatment building. The HVAC design shall include an analysis of the insulation requirements to meet the Washington Energy code, utilizing U-Value criteria.

The HVAC system will be designed to provide sufficient heat during the winter for comfort heating, ventilation, and freeze protection of the mechanical process as required. Heating systems shall be electric unit heaters.

A small wall-mounted air conditioning unit will provide cooling for an office space if necessary. Roof-mounted room ventilation fans and wall louvers will provide cooling for general process area. All designs for HVAC shall comply with the 1991 Uniform Mechanical Code and Washington Energy Code.

3. Structural Engineering Services

Structural engineering shall include foundation for the air stripper treatment system; foundation, slab, and equipment pad foundations for the treatment building and associated equipment inside and outside the building, including tanks, pumps and blowers; entrance stairs and ramps to the building; piping support systems for piping within the treatment building, and roof loading plan indicating the special equipment loads on the roof system to be used for procurement of a pre-engineered building.

Foundation systems for the project are assumed to be cast-in-place spread or mat footings bearing directly on grade. Building and equipment foundations will also be used for spill containment, and will require slopes with sumps and containment walls. Subconsultant shall also recommend coating systems for concrete surfaces exposed to chemicals. Piping supports shall be structural steel framing designed to support pipes hanging from the roof. The roof loading plan shall include those piping and equipment loads supported from the roof, but will not include snow, wind, and seismic loads. Structural design of the treatment building superstructure (roof, walls, partitions, and ceilings) shall be the responsibility of others.

Subconsultant will prepare structural related sections of the performance specification for metal buildings. Prime will prepare main body of metal building specification for supplement by Subconsultant. All structural engineering shall conform to the 1991 Uniform Building Code. Prime shall provide geotechnical engineering data.

4. Architectural Services

Architectural services for the project will include a code review of the treatment building. The code review will include a check of the building construction type and occupancy requirements in accordance with the 1991 Uniform Building Code, a check of allowable building areas compared with areas provided for subject building; review of site placement, structure type and fireproofing, fire partition and area separation requirements, partition construction, identification of fire detection and suppression requirements, insulation requirements, and other items affecting the architectural code requirements including function and chemical storage and/or use. The code review will also include a review of the building performance specification before the 90% design submittal.

Subconsultant will not become the Architect of Record for the reviewed building after the code review is complete. If Prime desires that Subconsultant become the Architect of Record, then the record documents (drawings and specifications) must be prepared by Subconsultant. Such preparation of record documents is outside the Scope of Work.

5. Meetings and Travel

Subconsultant shall attend up to 10 weekly meetings to discuss the progress of the work. Subconsultant shall visit the site as reasonably requested by the Prime. Up to 4 man-trips and one overnight stay shall be included in the scope-of-work.

III. SUBMITTALS

A. 60% Design

Subconsultant will provide engineering services subsequent to the 30% submittal by Prime. After the Prime receives comments from the review agencies for their 30% submittal, and establishes criteria for the 60% design, Subconsultant will commence with concept design for the electrical and controls engineering. Included in the electrical concept design will be a one-line diagram for the site power distribution, site electrical lighting layouts and concept control

system schematics. Designs of structural and mechanical systems will be limited to work necessary to provide construction cost estimates at the 60% design. The work necessary for the 60% design submittal will commence when Prime issues a Notice-to-Proceed. Included in the work for the 60% submittal will be electrical drawings as previously outlined, outline specifications consisting of a list of specification section titles only, and a construction cost estimate for the Subconsultant work.

Submittals shall be made as follows:

1. Drawings

- One reproducible and one copy of full-sized drawings

2. Cost Estimates

- Six hard copies of Lotus compatible spreadsheets
- 3-1/2" disk(s) of Lotus compatible files converted from Microsoft "Excel."

3. Outline Specifications

- Six hard copies of specifications
- 3-1/2" floppy disk(s) in Wordperfect version 5.1 format

B. 90% Design

The work on the 90% design submittal will commence after the design team has reconciled Client and agency review comments on the 60% design. The work for the 90% design will include detail electrical design for power systems, site lighting, building power and lighting, control systems, building HVAC, structural design of foundations, stripper tower access platforms, a building loading diagram, and architectural code review of the process building. Included in the work for the 90% design submittal will be nearly complete drawings for the designs outlined, complete project specifications, and a construction cost estimate of Subconsultant work.

Submittals shall be made as follows:

1. Drawings

- One reproducible and one copy of full-sized drawings

2. Cost estimates

- Six hard copies of Lotus compatible spreadsheets
- 3-1/2" disk(s) of Lotus compatible files converted from Microsoft "Excel" format.

3. Specifications

- Six hard copies of specifications (8-1/2" x 11")
- 3-1/2" floppy disk(s) in Wordperfect version 5.1 format

C. Final Design

Work on the final submittal will begin after Client and agency reviews have been completed for the 90% design and the design team has reconciled such comments for final design. The final design effort will include completion of detail aspects of the design not completed at the 90% design, and incorporation of review comments into the plans and specifications. An updated cost estimate will be provided if the revisions made during the final design submittal change the construction cost estimates. All Subconsultant work products shall be stamped by a professional engineer currently registered in the State of Washington. A design calculation notebook shall be prepared by Subconsultant and submitted to the Prime.

Submittals shall be made as follows:

1. Drawings

- One reproducible and one copy of full-size drawings
- 3-1/2" floppy disks of AutoCad version 11.1 drawing files

2. Specifications

- Six hard copies of specifications (8-1/2" x 11")
- 3-1/2" floppy disk(s) in Wordperfect version 5.1 format

3. Cost Estimates

- Provide only if revised from 90% submittal.

D. Drawing Format

Drawings will be prepared on AutoCad version 11.1. Subconsultant will follow those drawing standards and CADD conventions as agreed to by Subconsultant and Prime. If no such agreement is required, then Subconsultant will prepare all CADD drawings in accordance with the office standards for Subconsultant. If Prime has specific CADD requirements and drawing standards, then those standards and requirements will be made available to Subconsultant in writing or on magnetic disk.

COLBERT LANDFILL SUPERFUND PROJECT
COST SUMMARY

Labor Effort

Subconsultant projects that the work effort required to complete the scope of work is as follows:

WORK BREAKDOWN STRUCTURE

<u>WBS NO.</u>	<u>Description</u>	<u>Man Hours</u>
1.0	Electrical Power Systems	900
2.0	Control Systems	356
3.0	HVAC Design	152
4.0	Treatment Building-Structure	334
5.0	Air Stripper Tower-Structure	
	Foundation	96
6.0	Arch Code Review	60
7.0	Specifications	96
8.0	Cost Estimates	64
9.0	Project Management	<u>250</u>
	Total	2,308

B. Costs

Subconsultant proposes the project costs to be allocated as follows:

Direct Payroll Cost

Principle	16 hrs x \$46 =	\$ 736
Project Manager/ Senior Engineer	470 hrs x 27 =	12,690
Project Engineer	816 hrs x 24 =	19,584
Staff Engineer	390 hrs x 19 =	7,410
Sr. Drafter	272 hrs x 18 =	4,896
Staff Drafter/Clerical	344 hrs x 15 =	<u>5,160</u>

Subtotal
Direct Payroll Costs = \$ 50,476

Overhead (161% x Base Labor) = 81,266

Direct Expense and
Equipment Charges (see below) = \$ 14,100

Total Estimated Cost = 145,842

Fixed Fee (12% x \$131,742) = 15,809

Maximum Total Amount = \$161,651

Direct Expense and Equipment Charges

Reproduction	\$ 1,000
Telephone	150
Automobile (\$0.275/mile)	250
Travel/Meals	2,500
Computers/CADD	<u>10,200</u>

Subtotal-Direct Expense and
Equipment Charges \$ 14,100

COLBERT LANDFILL SUPERFUND PROJECT
ESTIMATED SCHEDULE

Schedule

Subconsultant shall submit plans, technical specifications, and construction cost estimates according to the following schedule:

<u>Submittal No.</u>	<u>Project Design Level</u>	<u>Number of Days from Notice to Proceed</u>
1	60% Design	60
2	90% Design	60
3	Final Design	30

Prime shall reasonably notify Subconsultant of any changes in the design schedule.